

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 200			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 89303320REM000066		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 02/11/2021		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY CODE 893033 EM -Environmental Mgmt Con Bus Ctr EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202		8. ADDRESS OFFER TO (If other than Item 7) See Section L.11, paragraph (c) Number of copies varies - see L.11(c)							
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>									

<b>SOLICITATION</b>									
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until <u>1600 ET</u> local time <u>03/29/2021</u> (Hour) (Date)									
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME Michael J. Forsgren		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 513 NUMBER 246-0478 EXT.			C. E-MAIL ADDRESS Michael.forsgren@emcbc.do e.gov		

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<b>OFFER (Must be fully completed by offeror)</b>									
<b>NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.</b>									

12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>0</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			
AREA CODE		NUMBER		EXT.					

<b>AWARD (To be completed by government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) Michael J. Forsgren				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Period of Performance: 10/01/2021 to 09/30/2031  Moab Remedial Action Contract (Moab RAC)				

## **Part I – The Schedule**

### **Section B**

#### **Supplies or Services and Prices/Costs**

## B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Contract and resulting Task Orders.

The Contractor shall provide the requested services, within the minimum and maximum quantities as specified in Section B.3 below, on a schedule to be specified by the Government in accordance with the Contract clause in Section H, *Task Ordering Procedure*.

## B.2 Type of Contract

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) Contract under which Cost-Reimbursement (CR) and/or Fixed-Price (FP) Task Orders may be issued. CR task orders can include, but are not limited to, CR no fee, Cost-Plus-Incentive-Fee (CPIF), Cost-Plus-Award-Fee (CPAF), and Cost-Plus-Fixed-Fee (CPFF) task orders. FP task orders can include, but are not limited to, Firm-Fixed-Price (FFP) (including firm-fixed unit price) task orders. The preference is CPIF and FFP Task Orders. Task Orders will define objective performance criteria for completion of End States to the maximum extent practical. The term “End State” is defined as the specified situation, including accomplishment of completion criteria, for an environmental cleanup activity at the end of the Task Order period of performance (POP).

**Table B-1. Master IDIQ Contract Line Item Number (CLIN) Structure**

CLIN	CLIN Title	Maximum Value of Services	Contract Ordering Period
00001	Moab Remedial Action Contract (Moab RAC)	\$613.9 Million	Ten (10) years from the effective date of Contract.

Each Task Order will include a price based on the Contractor’s price proposal for the Task Order (see Section H, *Task Ordering Procedure*), negotiations, and agreement on price; and the requisite clauses depending on the Task Order type (including but not limited to the following clauses (a) through (e)). Fill-ins will be completed at the Task Order level.

(a) DOE-B-2001 Cost-Plus-Fixed-Fee Task Order: Total Estimated Cost and Fixed Fee (Oct 2014)  
(Revised)

- (1) This is a Cost-Plus-Fixed-Fee type Task Order. In accordance with the clause at FAR 52.216-8, *Fixed Fee*, the total estimated cost and fixed-fee for this Task Order are as follows:

Total Estimated Cost: \$[insert total estimated cost]

Fixed Fee: \$[insert fixed fee]

- (2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Task Order Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost and fee]

- (3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable clause addressing payment].

(b) DOE-B-2002 Cost-Plus-Award-Fee Task Order: Total Estimated Cost and Award Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Award-Fee type of Task Order. The total estimated cost and award fee are as follows:

Total Estimated Cost: \$(insert total estimated cost)

Award fee: \$(insert available award fee)

- (2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Task Order Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost and fee]

- (3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable contract clause addressing payment].

(c) DOE-B-2003 Cost-Plus-Incentive-Fee Task Order: Total Estimated Cost and Incentive Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Incentive-Fee type Task Order. In accordance with the clause at FAR 52.216-10, *Incentive Fee*, the target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios for this Task Order are:

Target Cost: \$(insert target cost)

Target Fee: \$(insert target fee)

Maximum Fee: \$(insert maximum fee)

Minimum Fee: 0%

As specified at Section I clause FAR 52.216-10, *Incentive Fee*, paragraph (e)(1): the fee payable under this contract shall be the target fee increased by thirty (30) cents for every dollar the total allowable cost is less than the target cost or decreased by thirty (30) cents for every dollar the total allowable cost exceeds the target cost. In no event shall the fee be greater than fifteen (15) percent or less than zero percent of the target cost.

- (2) The target cost, target fee, minimum and maximum fee, and target fee increase/decrease ratios are applicable to the following Task Order Contract Line Items:

[insert, if any, line item nos. and associated amounts for cost, fee, and fee increase/decrease ratio]

- (3) Payment of fee shall be made in accordance with the clause 52.216-10, *Incentive Fee* and the clause in the Task Order entitled, [insert applicable clause addressing fee payment in addition to FAR clause].

(d) DOE-B-2004 Cost Task Order - No Fee: Total Estimated Cost (Oct 2014) (Revised)

- (1) This is a Cost Task Order with no fee. In accordance with the clause at FAR 52.216-11, *Cost Contract-No Fee*, the total estimated cost for this Task Order is:

Total Estimated Cost: \$[insert total estimated cost]

- (2) The Total Estimated Cost of the Task Order, and/or the Total Estimated Cost of the Task Order Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost]

- (e) DOE-B-2006 Firm-Fixed-Price Task Order (Oct 2014) (Revised)

- (1) This is a Firm-Fixed-Price Task Order. The Contractor shall provide the following [insert “supplies” or “services,” as applicable] at the following firm-fixed-unit-prices:

[Insert Listing of Firm-Fixed-Price for the supplies or services]

- (2) Payments of the Task Order’s Firm-Fixed-Price will be made in accordance with [insert instructions for payment or title of applicable Task Order clause addressing payment].

### **B.3 Contract Minimum and Maximum Value of Services**

- (a) The guaranteed minimum value of task orders to be issued is \$100,000.00.  
(b) The maximum value of task orders to be issued is \$613,900,000.00.

### **B.4 DOE-B-2013 Obligation of Funds (Oct 2014) (Applies to CR Task Orders only)**

- (a) Pursuant to the clause of this Contract at FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

To Be Determined on a Task Order basis.

### **B.5 DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised)**

- (a) Task Order fee/profit ceilings will adhere to the following criteria.
- (1) CPIF Task Orders. The maximum fee amount shall not exceed 15 percent (15%) of the target cost, and shall serve as the maximum fee ceiling. The target fee ceiling amount that can be negotiated is [Offeror Fill-In; not to exceed 10% of the target cost] percent of the target cost.
  - (2) CPAF Task Orders. The award fee ceiling amount that can be negotiated is not to exceed eight percent (8%) of the estimated cost. There is no base fee available under CPAF task orders.
  - (3) CPFF Task Orders. The fixed fee ceiling amount that can be negotiated is not to exceed five percent (5%) of the estimated cost.
  - (4) Hybrid Task Orders. Task orders comprising multiple CLIN types shall apply the fee/profit ceiling(s) at the CLIN level.
  - (5) Firm-Fixed-Price (including firm-fixed unit price) Task Orders. The profit ceiling amount that can be negotiated, as specified as a percentage of the negotiated cost, is [Offeror Fill-In] percent.
- (b) The fee (target, award, or fixed)/profit amount for each Task Order will be negotiated and established based on risk and complexity. The Contractor may propose a fee/profit amount it determines appropriate as long as the proposed amount adheres to the criteria above.

- (c) The ceiling percentage(s) shall at no time exceed any statutory limitations imposed by 10 United States Code (U.S.C.) 2306(d), 41 U.S.C. 3905, and FAR 15.404-4(c)(4)(i).

## B.6 Funding Profile

The planned funding profile per the Government Fiscal Year (FY) is shown below. Funding is subject to Congressional and Departmental funding authorization.

Government Fiscal Year	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032 – 2036**
\$ Amount*	0.4	40.9	40.9	40.9	40.9	40.9	40.9	40.9	40.9	40.9	40.9	204.5
<p>*The dollar amounts are represented in (\$M). The provided funding profile represents the Government’s estimate of future funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers estimated costs and fee and/or prices to be identified in Section B of the Task Orders.</p> <p>** This funding may be available if Task Orders are issued that extend beyond the 10-year ordering period.</p>												

## B.7 Allowability of Subcontractor Fee (Applies to CR Task Orders only)

- (a) If the Contractor has formed and performs the Contract as a teaming arrangement, as defined in FAR 9.601(1) and (2), *Contractor Team Arrangement*, the team shall share in the total fee for underlying Task Orders. Separate, additional, subcontractor fee is not an allowable cost under Task Orders for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, a majority-owned, or an affiliate entity of any team member.
- (b) The subcontractor fee restriction in paragraph (a) above does not apply to members of the Contractor’s team that are: (1) small business(es); (2) Protégé entities as part of an approved Mentor-Protégé relationship identified in the Contractor’s Diversity Plan as per Section H clause DOE-H-2046, *Diversity Program*; (3) subcontractors under a competitively awarded (that is, awarded in a manner that meets all the criteria of full and open competition and results in a reasonable subcontract price) FFP subcontract; or (4) subcontractors providing commercial items as defined in FAR 2.101, *Definitions*, if the subcontract price is fair and reasonable.

## B.8 Basis for Changes

The Contractor is responsible for total performance of Task Orders issued under this Contract, including its specific technical approach and methods to perform the Task Order PWS, including End States (if applicable). The Contractor is responsible for examining available information, such as drawings and designs, photographs, regulatory documents, and other documents in developing its approach and estimated pricing for individual Task Orders. For all work within the control of the Contractor, the consequences of any adverse Contractor work performance, and the consequences of any regulatory actions in response to adverse Contractor work performance, shall not be a basis for equitable adjustment. As applicable, Task Orders issued under this contract shall clearly identify the risk ownership for both the Government and the Contractor such that Task Order changes are minimized to the extent practicable.

(Table with risk ownership to be negotiated and included within individual Task Orders, as applicable)

### **B.9 Conditional Payment of Fee - DOE Performance Criteria/Requirements (TAILORED)**

This clause supplements Section I clause DEAR 970.5215-3 *Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts – Alternate I*, by establishing Site-specific Environmental, Safety, Health, and Quality (ESH&Q) performance criteria/requirements. This clause does not replace the Section I clause. Performance failures relating to the performance criteria set forth in this clause will be processed in accordance with DEAR 970.5215-3 – Alt. I. Site-specific performance criteria/requirements for ESH&Q are as follows:

- (a) First Degree: Performance failures relating to the criteria set forth in this clause will be processed in accordance with DEAR 970.5215-3.
- (b) Second Degree: Performance failures relating to the criteria set forth in this clause will be processed in accordance with DEAR 970.5215-3.
- (c) Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failures to comply with an approved Integrated Safety Management System (ISMS) that may result in a negative impact to the public, workers, or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:
  - (1) Multiple similar non-compliances identified by external oversight (e.g., federal) that in the aggregate indicate a significant programmatic breakdown.
  - (2) Non-compliances or adverse performance trends that either have or may have significant negative impact to the public, workers, or environment or that indicate a significant programmatic breakdown.
  - (3) Failure to notify the CO upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
  - (4) Failure to report required data accurately and within required timeframes (e.g., within 24 hours of incident).

### **B.10 Provisional Payment of Fee (Oct 2013) (Revised) (Applies to CR Task Orders only)**

- (a) Notwithstanding any other term or condition of this Contract and the resulting Task Orders to the contrary, this clause applies to and has precedence over all other terms and conditions of this Contract and the resulting Task Orders that provide for provisional payment of fee.
- (b) The Contractor must notify the CO immediately if it believes any incongruence exists between this clause and any other term or condition of this Contract or the resulting Task Orders that provides for provisional payment of fee. If a term or condition of this Contract or the resulting Task Orders provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.
- (c) This clause conforms to the FAR and DOE fee policy and constructs. The following definitions and concepts apply.
  - (1) Price means cost plus any fee or profit applicable to the Task Order.
  - (2) The terms profit and fee are synonymous.



- (3) Incentive means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.
- (4) Earned fee for an incentive means fee due the Contractor by virtue of its meeting the Task Order's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the Task Order for earning fee.
- (5) Available fee for an incentive means the fee the Contractor might earn but has not yet earned.
- (6) Provisional payment of fee for an incentive means the Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.
- (7) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could, for example, receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive).
- (8) Clause means a term or condition used in this Contract.
- (d) The Task Order's price, incentives included in its price, and all other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.
- (e) Certain terms and conditions of the Task Order provide for provisional payment of fee for certain incentives. Other terms and conditions of the Task Order provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of the Task Order that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (f) The CO, at his/her sole discretion, will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (g) If the CO determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days:
  - (1) The Contractor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and
  - (2) If the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor's failure, may

deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other obligation.

- (h) If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.
- (i) If provisional fee is provided for under a Task Order and the CO determines the Contractor has met all of the other applicable terms and conditions in both the Task Order and the Master IDIQ Contract required to be eligible for provisional payment of fee and the Contractor has accomplished established incentive(s) under the Task Order, the Contractor is authorized to submit a voucher requesting provisional fee payment not more often than once per calendar quarter, at a prorated amount of up to 50 percent of the target and/or available fee for the Task Order, pending satisfactory performance.

#### **B.11 Limitation of Government's Obligation (Applies to FP Task Orders only)**

- (a) This contract's Fixed-Price Task Orders issued under CLIN 00001 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: Fixed-Price Task Orders issued under CLIN 00001 may be incrementally funded; and if a CLIN or Task Order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN or Task Order will be the lower of the amount of funds allotted to the CLIN or Task Order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN or Task Order there is:
  - (1) a fixed price for the action;
  - (2) a fixed amount of work that corresponds to the fixed price;
  - (3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
  - (4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
  - (5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
  - (6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.
- (b) For each CLIN or Task Order:
  - (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or Task Order;

- (2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the Fixed-Price CLINs or Task Orders included in this contract:
    - (i) the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
    - (ii) the specific risk that in the event of termination of an incrementally funded CLIN or Task Order before the CLIN or Task Order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow. The maximum Government obligation for a Fixed-Price CLIN or Task Order is the allotted funds for the CLIN or Task Order, as a result the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.
  - (3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
  - (4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN or Task Order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
  - (5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each CLIN or Task Order:
- (1) The fixed price (of both the entire CLIN or Task Order and of the current cumulative amount of funds allotted to the CLIN or Task Order at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
  - (2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
  - (3) If the Government meets the entire Planned Funding Schedule,
    - (i) the cumulative amount of funds allotted will equal the CLIN's or Task Order's fixed price and
    - (ii) the Contractor must provide the work the contract requires for the CLIN or Task Order.
- (d) The fixed price for each CLIN or Task Order is listed in Section B of this contract.

- (e) The Planned Funding Schedule for each CLIN or Task Order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or Task Order equals the fixed price of the CLIN or Task Order.
- (f) The Actual Funding Schedule for each CLIN or Task Order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for Task Orders issued under CLIN 00001, and the work to be performed for the funds allotted.
  - (1) The Contractor may bill against a CLIN or Task Order only after the Government has allotted funds to the CLIN or Task Order and the Contractor has delivered the services and earned amounts payable for the CLIN or Task Order.
    - (i) The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
    - (ii) If the Contractor does not perform the contract's requirements for the CLIN or Task Order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a CLIN or Task Order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple Fixed-Price contract for that CLIN or Task Order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
  - (1) The Government's and the Contractor's obligations under the contract for the CLIN or Task Order—with the exception that the Government's obligation for the CLIN or Task Order is limited to the total amount of funds allotted by the Government to the CLIN or Task Order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN or Task Order were both Fixed-Price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN or Task Order; and neither the fixed price for the CLIN or Task Order nor any other term or condition of the contract will be affected due to the CLIN's or Task Order's being incrementally funded.
    - (i) The Contractor agrees, for example, if the Government allots funds to a CLIN or Task Order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or Task Order, the Government has met all of its obligations just as if the CLIN or Task Order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN or Task Order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN or Task Order that exceed the total amount of funds allotted by the Government to the contract for the CLIN or Task Order:
      - (A) it (not the Government) will be liable for those excess amounts payable
      - (B) it will remain liable for its obligations under every term or condition of the contract and

- (C) if it fulfills all of its obligations for that CLIN or Task Order and the Government allots funds to the CLIN or Task Order equal to the CLIN's or Task Order's fixed price, the Government will pay it the fixed price for the CLIN or Task Order and no more.
- (ii) The Contractor also agrees, for example, if the Government allots funds to a CLIN or Task Order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN or Task Order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN or Task Order were fully funded; consequently, if the Government subsequently terminates the CLIN or Task Order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN or Task Order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN or Task Order by the Government.
  - (1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
  - (2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or Task Order.
  - (3) The Government may require the Contractor to continue performance of that CLIN or Task Order for as long as the Government allots funds for that CLIN or Task Order sufficient to cover the amount payable for that CLIN or Task Order.
- (i) If the Government does not allot funds to a CLIN or Task Order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:
  - (1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN or Task Order;
  - (2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
  - (3) if the Government subsequently terminates the CLIN or Task Order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (j) Except as required by other provisions of this Contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN or Task Order:

- (1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN or Task Order; and
- (2) The Contractor is not obligated to continue performance under this contract related to the CLIN or Task Order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN or Task Order.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN or Task Order, which will remain at all times the Government's maximum liability for a CLIN or Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or Task Order in excess of the total amount allotted by the Government to this contract for a CLIN or Task Order, whether earned during the course of the contract or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or Task Order unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.
- (n) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each Fixed-Price Task Order to account for incrementally funded FP CLINs:

CLIN [TBD in each Task Order]:

CLIN	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
CLIN = Contract Line Item Number					

- (o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each Fixed-Price Task Order to account for incrementally funded FP CLINs:

CLIN [TBD in each Task Order]:

CLIN	Date	Funds Allotted	Work To Be Accomplished	Cumulative Funds Allotted	Cumulative Work To Be Accomplished
CLIN = Contract Line Item Number					

## **B.12 Performance Management Incentive (TAILORED)**

This clause is intended to motivate efficient and effective contract performance in accordance with FAR 15.404-4 Profit and encourages the Contractor to strive for outstanding results. This clause also motivates the Contractor to implement, if needed, effective and timely corrective actions.

The Performance Management Incentive (PMI) is a contract-wide incentive measured individually among all applicable active Task Orders. PMI will not be applied to Transition Task Orders and Task Orders that provide for Award Fee as defined in FAR 16.405-2. In the event a Task Order includes CLINs of multiple contract types, including CPAF, PMI may be applicable to the non-CPAF portion of the Task Order. The PMI shall be included in the maximum fee amounts described in DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised), and the estimated PMI fee allocation will be provided to the Contractor when Requests for Task Order Proposals (RTPs) are issued. The PMI is exclusive of any Performance Evaluation and Measurement Plan. For any applicable active Task Order, available PMI fee may be reduced unilaterally by the CO based on the degree of non-achievement. Fee actions described in this clause will not duplicate any other fee action.

It is a prerequisite of this contract that the Contractor shall accomplish the work in a safe and efficient manner. It is the expectation that the Contractor will strive for outstanding results in the areas described below. A PMI fee of up to [TBD on a Task Order basis] per fiscal year\* may be earned based upon outstanding results in Contractor performance, as determined by the CO, in the following areas: (1) Safety and operational performance; (2) Meeting regulatory or court ordered milestones; and (3) Quality assurance performance per Section C.4.4.7 and Section E clause FAR 52.246-11, where continuous monitoring and performance improvement are evident.

The [annual not-to-exceed amount\*; TBD on a Task Order basis] will be allocated among all applicable active Task Orders, at the discretion of the CO, on an annual fiscal year basis. The PMI is a unilateral action that shall not exceed [TBD on a Task Order basis] per fiscal year, applied for all applicable active Task Orders combined, and will not be negotiated with the Contractor.

\*Amount may be prorated based on the timing of the 12 month fiscal year.

The CO has discretion for the degree of the PMI fee reduction but shall be reasonable based on the degree of non-achievement, up to the PMI dollar amount per each applicable active Task Order. The CO also has the discretion to allow the Contractor to correct performance issues and potentially recover withheld fee. Upon successful completion of corrective actions and at the discretion of the CO, the Contractor may potentially recover any and all withheld fee.

The CO will establish a quarterly evaluation process to evaluate performance under all elements of the PMI. This evaluation will also be reflected in the annual CPARS evaluation of any applicable Task Order. The CO will consider feedback from the Contractor as part of the quarterly evaluation. Provisional PMI payment will not occur until the CO's evaluation has been completed.

For each applicable active Task Order, quarterly provisional PMI fee payments will be paid by taking 80% of the PMI fee, divided by four quarters for each 12-month period, minus any CO-determined PMI fee reductions. The remaining 20% of the PMI fee will be held until the end of each fiscal year. The PMI fee, minus any PMI fee reductions described above, is considered earned at the end of the fiscal year. Any unearned fee will not roll over into the following fiscal year.

## **Part I – The Schedule**

### **Section C**

#### **Performance Work Statement**

##### **C.01 MOAB PROJECT OVERVIEW**

###### **C.1.1 BACKGROUND**

The DOE Moab Project Site is approximately 3 miles northwest of the City of Moab in Grand County, Utah, and includes the former Atlas Minerals Corporation (Atlas) uranium-ore processing facility. The site is situated on the west bank of the Colorado River at the confluence with Moab Wash. The site encompasses approximately 435 acres, of which approximately 130 acres are covered by the uranium mill tailings pile.

The processing facility was constructed in 1956 by the Uranium Reduction Company, which operated the facility until 1962 when the property was sold to Atlas. Atlas operated the site until 1984 under a license and regulatory authority provided by the Nuclear Regulatory Commission (NRC) in accordance with Title II of the Uranium Mill Tailings Radiation Control Act (UMTRCA). When the processing operations ceased in 1984, approximately 16 million tons (12 million cubic yards) of uranium tailings or residual radioactive material (RRM) (the term *RRM* is used throughout the contract in accordance with Title 40 Code of Federal Regulations (CFR) Part 192 to reference the tailings and other contaminated materials, including debris, from uranium/vanadium processing) and contaminated soil had been stored in an unlined impoundment located in the northwest portion of the property.

Atlas proposed to reclaim the tailings pile for permanent disposal in its current location. As a result of the Atlas proposal, the NRC developed an *Environmental Impact Statement* (EIS) that focused primarily on on-site reclamation of the mill tailings. Atlas declared bankruptcy in 1998, and in doing so, relinquished its license and forfeited its reclamation bond. Because NRC could not legally possess a site it regulated, NRC appointed PricewaterhouseCoopers as the trustee of the Moab Mill Reclamation Trust and the licensee for the site. The trustee used the forfeited reclamation bond funds to initiate site reclamation, conduct ground water studies, and perform site maintenance activities.

The Floyd D. Spence National Defense Authorization Act for Fiscal Year 2001, Public Law 106-398 (the Act) stipulated that the license issued by NRC for the materials at the Moab Site be terminated and that the title and responsibility for cleanup be transferred to the DOE. Title to the site was transferred to DOE on October 25, 2001. Specifically, the EM Office in Grand Junction, Colorado, now has primary responsibility for the Moab Site. The Moab UMTRA Project (Moab Project) is responsible for the remediation of the Moab site, in accordance with surface cleanup standards specified in 40 CFR 192, Subpart A – Standards for the Control of Residual Radioactive Materials from Inactive Uranium Processing Sites, Subpart B – Standards for Cleanup of Land and Buildings Contaminated with Residual Radioactive Materials from Inactive Uranium



Processing Sites, and Subpart C – Implementation. The Moab Project is subject to 10 CFR 835, Occupational Radiation Protection.

The Act further designated that the Moab Site undergo remediation in accordance with Title I of the UMTRCA, though certain sections of UMTRCA shall not apply. In accordance with the Act, DOE developed a Draft Plan for Remediation that evaluated DOE's remediation decision-making process and related technical issues. DOE approved the *Final Environmental Impact Statement* (FEIS) on July 25, 2005, which fulfilled the National Environmental Policy Act (NEPA) requirement of considering the full range of reasonable alternatives and associated environmental effects of significant federal actions. The preferred alternative identified in the FEIS included relocation of the tailings and associated wastes to the Crescent Junction off-site waste disposal site using rail transportation as the primary transportation mode, with active ground water remediation. A *Record of Decision* (ROD) identifying the final remedy, consistent with the FEIS preferred alternative, was published on September 14, 2005. An Amended Record of Decision for the Remediation was approved in February 29, 2008. The ROD Amendment increased the flexibility to relocate the residual RRM using rail or truck.

### **C.1.2 PURPOSE**

The scope of the Moab Project is to relocate mill tailings, associated wastes, and other contaminated materials from the former uranium-ore processing facility site (presently the Moab Site), and contaminated materials from one off-site vicinity property in Moab, Utah, to a DOE-constructed engineered disposal facility near Crescent Junction, Utah. The scope includes the maintenance of facilities, grounds, and railroad structures at the Moab Site and the Crescent Junction disposal cell, necessary to continue relocation of the mill tailings and associated wastes. The purpose of this End State Contract is two-fold: first, to achieve Project completion by completing the cleanup of the Moab site, including the excavation of the tailings pile site and remediation of the contaminated sub-pile below the tailings pile. Project completion includes completing the installation of the disposal cell final cover, and restoration of the Moab and Crescent Junction sites.

The second purpose of this End State Contract is to achieve a significant reduction to risk and financial liability through provision of the best overall optimal solution for accelerated Project completion and closure. The DOE's goal is to efficiently optimize the scope, cost, and schedule associated with performance of all work while ensuring quality and protecting the safety of the workers, environment, and the public. This will reduce EM's environmental liability, which will result in meeting the Department's strategic goals sooner. To this end, the annual amount of RRM tonnage remediated per year may vary throughout the contract ordering period based on the Contractor's Closure Strategy if varying the remediation tonnage will reduce lifecycle environmental risk and financial liability to the maximum extent practicable.

## **C.02 PROJECT SUPPORT PERFORMANCE REQUIREMENTS**

The following sections define the programs that must exist to safely and effectively perform the cleanup mission at the Moab UMTRA Project and related facilities. The requirements and associated implementing instructions established under these programs shall be applied to all work within the PWS.

### **C.2.1. PROJECT MANAGEMENT**

- a. Successful execution of the project management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that project management practices are used in the performance of work including the development of plans, baselines, disciplined change control processes, and service level agreements.

- b. The Contractor shall prepare and submit for DOE approval a comprehensive Lifecycle Baseline (LCB) based on the Closure Strategy submitted with its Master IDIQ Contract proposal. The LCB shall encompass the major activities of all parties to the Moab UMTRA Project for achievement of the Moab Site's end-state.
- c. The Contractor shall provide all management and technical information to:
  - (1) Be consistent with the requirements of DOE O 413.3, when applicable and appropriate.
  - (2) Support the budget formulation activities including, but not limited to; emerging work items list, budget formulation input (including Integrated Priority List), the fall limited budget update submission, budget scenario development, and budget presentations (such as public and regulatory briefings, etc.).
  - (3) Meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System (IPABS).
  - (4) Ensure transparency in project performance and efficiency in project execution.
  - (5) Support audits, evaluations, and external technical reviews.
  - (6) Support other DOE project performance assessments and information needs.
- d. All project management information developed under this contract shall be accessible electronically by DOE. The desired outcome is predictable and consistent Contractor performance aligned to customer needs conducted within annual and multi-year baselines.

## **C.2.2 PROJECT INTEGRATION AND CONTROL AND EARNED VALUE MANAGEMENT**

When required by the Task Order, the Contractor shall use an Earned Value Management System (EVMS) description consistent with Electronic Industries Alliance (EIA)-748, *Earned Value Management System Acceptance Guide*, and EIA-748, *Earned Value Management Intent Guide*. If, at the time of award, the Contractor's EVMS has not been determined compliant with EVMS guidelines in EIA-748, the Contracting Officer (CO) may direct the Contractor to perform work in accordance with Section I clause FAR 52.234-4, *Earned Value Management System*. Solicitation provisions and further requirements applicable to the EVMS will be provided in the Request for Task Order Proposal requiring an EVMS.

## **C.03 PROJECT PERFORMANCE REPORTING**

The Contractor shall provide the CO project performance information to support budget planning and execution, project planning and execution; project performance reporting, audit and evaluation; and other DOE performance assessment and information needs.

### **C.3.1 MONTHLY PERFORMANCE REPORT**

- a. The Contractor shall submit and transmit to the CO a Monthly Performance Report representing the prior month's performance by the 15<sup>th</sup> (calendar date) of each month.

- b. The Contractor shall ensure the Monthly Performance Report includes a summary of overall contract performance and a separate report for each of the major work scopes and projects at the Work Breakdown Structure (WBS) level.
- c. The summary of contract performance includes:
  - (1) Key accomplishments
  - (2) Major issues including actions required by the Contractor and DOE;
  - (3) Analysis of funds expenditure, with projections for the Project by Fiscal Year and life of the Contract;
  - (4) Technical scope, schedule, and cost variance analysis; including implications to near term and long term milestones and deliverables at risk of being missed;
  - (5) Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions; and
  - (6) Information on any safety or quality matters that emerged or persisted during the reporting month.
- d. Each of the major project reports include:
  - (1) Project Manager's Narrative Assessment including:
    - (i) Significant accomplishments and progress towards completion of project goals and objectives;
    - (ii) Key risks and challenges; and
    - (iii) Evaluation of safety performance (including Integrated Safety Management Systems [ISMS] metrics and all recordable injuries, lost-time injuries, and near misses).
  - (2) Project Baseline Performance including information consistent with the following Office of Management and Budget (OMB) Contract Performance Report formats (DID-MGMT-81466):
    - (i) Format 1, DD Form 2734/1, Mar 05, *Work Breakdown Structure*;
    - (ii) Format 2, DD Form 2734/2, Mar 05, *Organizational Categories*;
    - (iii) Format 3, DD Form 2734/3, Mar 05, *Baseline*;
    - (iv) Format 4, DD Form 2734/4, Mar 05, *Staffing*;
    - (v) Format 5, DD Form 2734/5, Mar 05, *Explanations and Problem Analysis*
  - (3) The Contract Performance Reports shall be provided in the format forms referenced in Integrated Program Management Report (IPMR) Data Item Description (DID) DI-MGMT-81861 unless the Task Order specifies otherwise;
  - (4) Contract Funds Status Report (CFSR) shall be provided in accordance with Data Item Description, DI-MGMT-81468, CFSR, or equivalent;
  - (5) Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to milestones;
  - (6) Contract ETCs and EACs,

- (7) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve;
- (8) Project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation;
- (9) The project risk assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the project; and
- (10) Actions required by DOE, including Government-Furnished Services/Information and DOE decisions.

### **C.3.2 PROJECT REVIEW MEETINGS**

The Contractor shall participate in a monthly contract/project review and be prepared to address any of the information in the Monthly Performance Report and other information as requested by the CO. A weekly contract or project status meeting to provide interim updates and address issues shall be conducted at the request of the CO.

### **C.3.3 COST ESTIMATING**

- a. Cost estimates shall be credible, well documented, accurate, and comprehensive.
- b. Contractor developed cost estimates form the basis of the cost baseline of the PMB and are important when evaluating proposed Contract changes. DOE uses these cost estimates for budget formulation, Contract change management, cleanup program planning, establishing a database of estimated and actual costs, and performance measurement. The Contractor shall prepare cost estimates in accordance with the requirements in Section H, *Task Ordering Procedure* of this Contract and using *The Twelve Steps of High-Quality Cost Estimating Process* identified by the Government Accountability Office (GAO) in GAO-09-3SP, *GAO Cost Estimating and Assessment Guide*, for all priced Contract actions exceeding the simplified acquisition threshold.

### **C.3.4 SCHEDULING**

- a. If required by the Task Order, the Contractor shall support DOE in the development and maintenance of a DOE Integrated Master Plan (IMP). The Contractor's Performance Measurement Baseline (PMB), when required, and Integrated Master Schedule (IMS), when required, shall integrate the Contractor's activities into the DOE Program IMP. The IMS integrates the operations activities, and other activities managed by the Contractor into one schedule. DOE will use the individual Contractor IMS from the Contractor and other site contractors to construct the IMP.
- b. The Contractor shall to the extent practicable develop the IMS in accordance with the National Defense Industrial Association's *Planning & Scheduling Excellence Guide* (v3.0), and EIA748 Guidelines. The Contractor's IMS, when it is required, shall be resource loaded.

### **C.3.5 RISK MANAGEMENT**

- a. Successful execution of the site cleanup mission requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with

DOE and other site contractors. The conduct of risk management shall result in risk informed prioritization of program, project and infrastructure investments that facilitate successful project execution and program management.

- b. The Contractor shall implement a risk management program. To the extent practicable, the Contractor shall also incorporate the principles of DOE G 413.3-7A, *Risk Management Guide*, and GAO 09 3SP in its risk management process.
- c. The Contractor shall submit a Risk Management Plan (RMP) to DOE for approval. The plan shall identify the processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.
- d. The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and other site contractors, including agreement as to who shall be the lead for managing each risk. These crosscutting impacts shall be quantified in terms of probability, cost, and schedule impact to the overall site cleanup mission where possible.

## **C.04 OPERATION OF THE DOE MOAB AND CRESCENT JUNCTION SITES**

### **C.4.1 FACILITIES AND GROUNDS OPERATIONS AND MAINTENANCE**

The Contractor shall operate and maintain the DOE Moab and Crescent Junction sites and provide a Facilities and Grounds Operations and Maintenance Plan that includes the maintenance of all areas, facilities, and structures at the Moab Project. See Section J, Attachment J-11, “Site Maps including Asphalt Areas”, for maps of all areas, facilities and structures for the Moab and Crescent Junction sites. The Contractor shall review and update the Facilities and Grounds Operations and Maintenance Plan annually or more frequently as needed to document changing site conditions, and submit any updates to DOE for approval. The Contractor shall ensure the Facilities and Grounds Operations and Maintenance Plan is consistent with the Lifecycle Baseline.

The Contractor’s Facilities and Grounds Operations and Maintenance Plan shall include all property, structures, and infrastructure within the Project footprint, including, but not limited to, the Former Atlas Legacy Building, Container Lidding Building, trailers, man-huts, sheds, shacks and other structures that may be occupied or used for storage of equipment and/or materials in the performance of the PWS. The list of buildings/structures at the Moab and Crescent Junction sites is provided as Section J, Attachment J-6, “List of Site Structures and Facilities”. See also Attachment J-12 for a list of maintenance requirements and frequency.

As a part of facilities and grounds maintenance at the DOE Moab and Crescent Junction sites, the Contractor shall:

- a. Perform facility inspections, including equipment and/or structures, to assess facility structural integrity in accordance with Section J, Attachment J-12.
- b. Maintain trailers and trailer staging areas in suitable condition for habitation including utilities until designated otherwise by DOE.

- c. Maintain structures to ensure the structural integrity of the building/structure/container envelope to prevent damage to the structure, interior, or equipment from water, wind, extreme temperatures, pests or other factors that would affect the suitability of the intended use.
- d. Maintain the non-occupied grounds and areas including site perimeter and staging or other fencing, water systems located at the Moab and Crescent Junction sites, sediment ponds/basins, other ponds and basins, rail and associated structures, haul roads, pedestrian and vehicle access roads, parking lots and staging areas, flag poles, ditches, underpass, transformers, utility poles and associated utility components. Ensure lighting and signage in all areas, both indoor and outdoor, are maintained in working order. See Section J, Attachment J-12, “List of Maintenance Requirements and Frequency incl. Equipment and Facilities”.
- e. Ensure proper working lavatory facilities and septic systems are maintained and serviced as necessary.
- f. Cleanout the freshwater ponds at Moab and Crescent Junction annually and Colorado River inlet pump system, unless directed by the DOE of an alternate time schedule.
- g. Provide grounds maintenance activities. This includes snow removal from personnel walkways and application of clean sand (or other material compatible with the ROD requirements) to prevent slips and falls; grading to prevent minor water accumulation; and haul road and access road maintenance.
- h. The Contractor shall provide all utilities, including a continuous supply of construction and potable water to the Moab and Crescent Junction facilities.
- i. Janitorial services for all administrative buildings, on a daily basis during the workweek.
  - (1) The Contractor shall clean the rest rooms, sweep paved walkways, empty wastebaskets and recycle bins, vacuum, dust, clean windows, and wipe down surfaces.
  - (2) The Contractor shall clean and sanitize occupied facilities to minimize COVID-19 on surfaces.
  - (3) The Contractor shall occasionally rake between buildings to maintain an acceptable appearance and to help prevent slips, trips and falls.
  - (4) The Contractor shall pick up trash in and around buildings and facilities and ensure the proper storage of equipment.
  - (5) The Contractor shall remove vegetation as needed to minimize safety and fire hazards.
  - (6) The Contractor shall contact the DOE COR to gain access to the IT server trailers to clean once a week. Attachment J-12 provides a detailed list of the maintenance activities and the schedule of such activities.
- j. Implement erosion control methods to control excess water or storm water runoff, by re-contouring or re-grading, or using temporary soil stabilization techniques that may include erosion control blankets, mulch, or temporary geosynthetic material secured with restrainers such as gravel-filled bags or sand bags, appropriately spaced depending on slope and velocity. Erosion control objectives include:

- (1) Providing notification to the DOE prior to implementing erosion control methods applied in RRM areas.
  - (2) Using clean materials in non-RRM areas with no deleterious components.
  - (3) Preventing and mitigating release of RRM into and from the Moab Wash.
  - (4) Preventing and mitigating erosion from the Crescent Junction cell and covers and the wedge, and the spread of contamination beyond control boundaries.
- k. Maintain and repair asphalt and other improved surfaces at the Moab and Crescent Junction site to ensure they are usable, safe, free of broken areas, ruts, or degradation that adversely affect the structural integrity.
- l. Perform maintenance activities required to sustain all property listed in Section J, Attachment J-5, “Government-Furnished Property and Information List”, in a condition suitable for its designed purpose.
- m. Perform preventative, predictive, and corrective/repair maintenance on Government-furnished equipment, RRM shipping containers, cranes and scales, water tanks, building HVAC systems, and instrumentation provided to accomplish this PWS (See Section J, Attachment J-12, “List of Maintenance Requirements and Frequency incl. Equipment and Facilities”, and Attachment J-14, “Government-Furnished Container Inventory”). The Contractor shall disclose to the Contracting Officer (CO) whenever there is a need for replacement and/or rehabilitation of this Government-Furnished Property. The Contractor shall conduct RRM shipping container inspections during site operations, on the railcars prior to departure and upon arrival of train shipments, and during an established preventative maintenance and inspection cycle. The Contractor shall document the rail inspections and shall maintain a list of RRM shipping container inspections, maintenance, and repair.
- n. The Contractor shall maintain and repair the rail lines, ties, ballast, switches on the Moab and Crescent Junction sites and all associated rail loading/unloading facilities, used to transport RRM, within the Federal Railroad Administration (FRA) and Railroad specifications.
- o. The Contractor shall operate and maintain (O&M) the existing construction water system providing water to the Crescent Junction site.
- (1) The construction water system includes: two Green River pumps and pump enclosures; one settling pond, fencing, and electrical; four booster pumps with diesel generators and pump enclosures; a 21-mile long pipeline from the Green River pump station to the construction water pond at Crescent Junction; and, one gravity drain fill station.
  - (2) The Contractor shall fuel all diesel generators to ensure they continue to provide power for the booster pumps.
  - (3) The Contractor shall remove sediment from the Green River sediment pond annually, unless determined in coordination with DOE that such removal is not required. See Section J, Attachment J-11, for a map of the waterline and associated equipment.

#### **C.4.2 WASTE MANAGEMENT**

The Contractor shall perform all excavation activities, including debris, necessary for operating and maintaining the waste management and waste handling systems/methods to remove the RRM and proper disposal of all other wastes onsite, with the exception of electronic wastes.

The Contractor shall maintain a Waste Management Plan. The Contractor shall review the Waste Management Plan annually, or more frequently, to document changing site conditions, and submit any updates to DOE for approval.

- a. The Plan shall identify, characterize, package, transport and dispose of any waste, including secondary waste.
- b. As part of the Waste Management Plan the Contractor shall describe the details of the planned excavation method, the excavation sequence based on optimizing placement of RRM, debris, and wastes from removal of structures, utilities, infrastructure, and equipment in the cell at CJ, mixing of slimes and sands, preparation and management of drying beds, size reduction or preparation of oversize debris, and water management. The Plan shall also describe RRM stockpiling, lift locations, and RRM placement and compaction in the disposal facility.
- c. The Contractor shall provide waste management and disposal activities. Any waste that requires special handling, such as waste oil and non-RRM, shall be managed in accordance with the Waste Management Plan and all applicable local, state, and Federal regulations.

The Contractor shall monitor, track, and document, for reporting purposes on a weekly basis (or as requested by DOE), data on tons of RRM that are excavated, shipped and placed in identified lifts in the disposal cell. A subset of the total RRM data reported shall be the tons/volume of debris excavated, shipped, and placed. A separate subset of the total RRM data reported shall be the amount of RRM excavated, shipped, and placed that is greater than 707 pCi/g. The reporting shall also include the number of rail shipments, the tons per rail shipment, and the number of containers and railcars per shipment.

#### **C.4.2.1 RRM EXCAVATION AT MOAB**

In performing excavation activities at the DOE Moab Site, the Contractor shall:

- a. Excavate all of the RRM tailings pile, including debris, off-pile RRM and subpile below the tailings pile up to a depth of 3' below the pile per 40 CFR 192 and condition material as necessary to meet disposal requirements.
- b. Load RRM, including any waste generated during site restoration and closure as required in Section C.05, into DOE-furnished containers not to exceed capacity of containers, haul trucks, and railcars. Containers containing debris shall be distinctly designated.
- c. The Contractor shall size reduce and package the oversized debris as specified in the NRC-approved Remedial Action Plan or propose an alternative method for DOE approval. The contractor shall excavate the autoclaves, transport, and place them in the Crescent Junction disposal cell. The autoclave circuit consists of two parallel banks of seven 8,000-gallon autoclaves in series. They are equipped with mechanical agitators having air spurge lines mounted under the impellers. The first two autoclaves in each bank are equipped with steam coils. The autoclaves on the Moab Site are filled with dirt and asbestos-bearing pipe, and are estimated to weigh approximately 40 tons each. Each autoclave is 12' in diameter and 14 feet tall. The Contractor shall contain the asbestos-bearing material during transportation.



- d. If the Contractor determines that it is advantageous to not size reduce the debris or the oversized debris and autoclaves, the Contractor shall, with DOE approval:
  - (1) Coordinate with DOE, in providing information for DOE to submit a request to the NRC for a waiver to the RAIP requirements for sizing material to be placed in the disposal cell, prior to excavating and transporting the debris, oversized debris, and autoclaves.
  - (2) Excavate and load the debris, oversized debris, and autoclaves as specified in the waiver.
  - (3) Transport the debris to the disposal facility by truck or rail as specified in the waiver.
  - (4) When the autoclaves are delivered to the Crescent Junction disposal cell, they must be filled with DOE-approved (with NRC consent) flowable fill so that no voids exist in the vessels.
- e. Placing or conditioning of RRM within the 100 year floodplain shall be conducted ONLY with the prior written approval of the Contracting Officer.
- f. The Contractor shall not condition RRM on the floor of the tailings pile that has been verified as being remediated without approval of the CO.

#### **C.4.2.2 RRM HANDLING AT MOAB SITE**

The Contractor shall ensure safe and efficient transfer of RRM in accordance with the ROD and RAP. The Contractor is responsible for all aspects of the handling activities at the Moab site (movement of excavation equipment, trucks, container stackers, etc.) in all areas including haul roads, and for all activities taking place at rail sidings. The Contractor shall:

- a. Operate and maintain the material handling systems (see Section J, Attachment J-12, “List of Maintenance Requirements and Frequency incl. Equipment and Facilities”).
- b. Manage and operate container movement.
- c. Weigh containers and conduct lidding and de-lidding operations.
- d. Decontaminate the outside of the RRM containers according to 10 CFR 835 and the U.S. Department of Transportation special permit (DOT/SP/14283) for transport outside the contaminated area and inspect the containers for RRM. No visible accumulation of RRM shall be permitted.
- e. Transfer loaded containers from the contamination area to haul trucks or for stockpiling in the “clean” area (the “Queue”).
- f. Haul loaded RRM containers to the Moab rail bench, adjacent to Union Pacific Cane Creek Branch Line.
- g. Load and unload the containers from the trucks onto rail cars. Haul empty containers to the Queue.
- h. Transfer empty containers from the Queue to the contamination area to be filled with RRM.
- i. Inspect the containers on the rail cars for integrity and proper placement and securement on the rail cars, any visible accumulation or spillage of RRM, and inspect rail cars for mechanical issues.

- j. If required by the Task Order, the Contractor shall perform additional hillside monitoring activities and maintain the Hillside Monitoring systems. These systems may include, but are not limited to, radar-based monitoring equipment, video monitoring equipment, and the critical alarm capability for the hillside above the rail bench at the Moab site.

#### **C.4.2.3 DUST CONTROL AT MOAB**

The Contractor shall operate and maintain the clean water construction pond and the above-ground water storage tank at the Moab Site.

- a. The Contractor shall use the above-ground storage tank (Klein Tank) water for dust control within the Contamination Area (CA) at the Moab site when available. Water in the above ground storage tank (Klein Tank) is extracted contaminated groundwater. Contaminated groundwater shall be used for dust control before another water source is used for dust control. When there is insufficient contaminated groundwater for dust control purposes, another water source may be used to supplement the contaminated groundwater. A different prime contractor is responsible for all of the equipment and materials that supply the contaminated ground water to the water storage tank (Klein Tank).
- b. Dust control in areas outside the CA shall be performed using fresh water. The clean water construction pond at the Moab site is used to store freshwater for dust control purposes..
- c. The Contractor shall provide dust control for other prime contract operations as needed and upon request.
- d. If required by the Task Order, the Contractor shall maintain the groundwater extraction system and perform groundwater interim actions.

#### **C.4.2.4 RRM HANDLING AT CRESCENT JUNCTION**

The Contractor shall coordinate and operate all the related waste excavation, transport, loading/unloading and placement equipment provided by the Government listed in Section J, Attachment J-5, “Government-Furnished Property and Information List”, and supplemented by the Contractor personal equipment, on the haul road, the disposal cell, and the rail facility to accomplish disposal of the waste. The Contractor shall:

- a. Operate and maintain the material handling systems at Crescent Junction (see Section J, Attachment J-12, “List of Maintenance Requirements and Frequency incl. Equipment and Facilities”).
- b. Manage and operate container movement.
- c. Inspect the containers on the in-bound train rail cars for integrity and proper placement and securement on the rail cars, any visible accumulation or spillage of RRM, and inspect rail cars for mechanical issues.
- d. Transfer loaded containers from the train to haul trucks and place empty containers on the train for transport to the Moab site.
- e. Transport the loaded containers on the haul trucks to the disposal cell RBA and unload (dump) the RRM into the cell.

- f. Decontaminate the outside of the RRM containers according to 10 CFR 835 and the U.S. Department of Transportation special permit (DOT/SP/14283) for transport to the train for return to the Moab site and inspect the containers for RRM. No visible accumulation of RRM shall be permitted. Minimize the carry back of RRM in containers returning from Crescent Junction.
- g. Transfer the unloaded containers from the haul truck to the train.

#### **C.4.2.5 DISPOSAL CELL PLACEMENT AND COMPACTION**

The Contractor shall conduct all disposal cell operations at Crescent Junction in accordance with the Final Remedial Action Plan (RAP) and Remedial Action Inspection Plan (RAIP), approved by the NRC. The Contractor shall submit to DOE an annual Interim Completion Report on RRM disposed.

- a. In performing disposal placement and compaction activities, the Contractor shall:
  - (1) Prepare and dispose of all RRM wastes generated under this PWS. This includes placement and compaction of RRM in accordance with the RAP.
  - (2) The Contractor shall minimize the stockpiling of RRM at Crescent Junction. The Contractor shall optimize the placement of RRM to avoid the need for fill. The placement of higher activity RRM shall be placed in the lower lifts of the disposal cell to the extent possible, leaving lower activity RRM placement in the upper levels. The Contractor shall maximize the use of available disposal cell space in the placement of debris.
  - (3) Manage the RRM moisture content to achieve the RRM placement criteria, as specified in the RAP and the RAIP.
  - (4) Install and maintain standpipes per the RAP.
- b. Debris Placement - debris shall be placed and compacted, then covered with a layer of RRM, as specified in the NRC-approved RAIP.
- c. If the Contractor determines that it is advantageous to not size reduce the debris or the oversized debris and autoclaves, the Contractor shall, with DOE approval:
  - (1) Coordinate with DOE, in providing information for DOE to submit a request to the NRC for a waiver to the RAIP requirements for sizing material to be placed in the disposal cell, prior to excavating and transporting the debris, oversized debris, and autoclaves.
  - (2) Unload the debris, oversized debris, and autoclaves.
  - (3) When the autoclaves are delivered to the Crescent Junction disposal cell, they must be filled with DOE-approved flowable fill so that no voids exist in the vessels when placed in the cell per the approved waiver.

#### **C.4.2.6 DISPOSAL CELL EXCAVATION AND CONSTRUCTION**

The Contractor shall excavate, construct, and maintain the remaining disposal cell phases, run-off controls (e.g. the “wedge”), containment ponds, etc. as specified in the approved RAP. Any proposed changes to cell design must meet the RAP requirements and must have Design Authority and DOE approval prior to implementation.

The Contractor shall construct a temporary Radiological Buffer Area (RBA) for the dumping of RRM and contamination control. The RBA may be removed and reconstructed as necessary to support cell operations.

#### **C.4.2.7 DISPOSAL CELL INTERIM AND FINAL COVER**

The Contractor shall construct and maintain the interim and final covers for the disposal cell, according to the specifications in the approved RAP and subsequent RAP modifications.

If the Contractor determines that it is advantageous to use an alternative method for interim or final cover construction the Contractor shall, with DOE approval, coordinate with DOE in providing information for DOE to submit a request to the NRC for a change to the RAP requirements for cell construction.

The Contractor shall ensure that the interim cover is kept free of vegetation or organic material. Any proposed changes to disposal cover materials (e.g. material source selection) must meet the RAP requirements and must have Design Authority and DOE approval prior to implementation.

#### **C.4.2.8 DUST CONTROL AT CRESCENT JUNCTION**

The Contractor shall use water from the construction water pond at Crescent Junction for dust control, compaction; and, any other activities at Crescent Junction requiring non-potable water.

#### **C.4.3 TRANSPORTATION**

The Contractor shall, in a safe and compliant manner transport debris, tailings, and other contaminated materials from activities associated with this PWS as RRM at the Crescent Junction disposal cell.

- a. The Contractor shall comply with the September 2005 Moab Uranium Mill Tailings ROD, the Amended ROD dated February 2008, and any future amendments to transport materials as well as the RAP and the Special Permit.
- b. The Contractor shall be responsible for entering into arrangements with a Transportation Service Provider (TSP) for the transportation of the RRM, using rail cars provided by the Contractor and coordinating shipments with the TSP. Bills of lading shall be cross-referenced so that the Government benefits from applicable volume rates.
- c. Transport oversized material (debris) from the Moab site to Crescent Junction using trucks or rail. The Contractor shall be responsible for providing tractors and trailers as needed for conveyance of RRM, including oversized debris, by truck to Crescent Junction.
- d. The Contractor shall develop, maintain, and implement a Transportation Plan, which describes modes of transport for various materials, necessary permits, interfaces, and approvals. The Plan shall describe how the Contractor will comply with DOE O 460.1 while onsite, and also with Department of Transportation Regulations at Title 49 of CFR applicable to the transportation offsite. The Contractor shall review the Transportation Plan annually, or more frequently, to document changing site conditions, and submit any updates to DOE for approval.
- e. The Contractor shall, as the operating entity, obtain and maintain all required highway (Utah Department of Transportation) and rail transportation permits and agreements for the transport and disposal of RRM on behalf of DOE. See Section J, Attachment J-2 for a list of the permits. The highway transportation of RRM shall be in compliance with U.S. Department of Transportation special permit (DOT/SP/14283) for the transportation of radioactive materials.

- f. The Contractor shall pay all costs in obtaining the permits, as well as any fines or penalties for non-compliances as a result of its actions.

#### **C.4.4 OPERATIONS SUPPORT**

The Contractor shall provide ongoing project support necessary for performance of the PWS at the Moab Project sites. The RAC shall coordinate with the other prime contractor performing remediation work, as necessary, to ensure safe and efficient Project execution. The Moab UMTRA Project Services in Section J, Attachment J-10, the Partnering Agreement, and the Moab UMTRA Project Contractor Roles and Responsibilities provide information on the complementary roles and responsibilities between the RAC and the other prime contractor performing remediation work.

##### **C.4.4.1 REGULATORY COMPLIANCE**

The Moab Project is regulated under Title I of the Uranium Mill Tailings Radiation Control Act of 1978. The state of Utah regulations address related fugitive dust emissions and storm water pollution prevention. The Moab Uranium Mill Tailings ROD, dated September 2005, and the Amended ROD for the Remediation of the Moab Uranium Mill Tailings, Grand and San Juan Counties, Utah, dated February 29, 2008, apply to the Moab activities. The Contractor in the performance of this PWS shall:

- a. Comply with these and all other applicable regulatory agreements, laws, and requirements including the RAP.
- b. Obtain and be named as the responsible party on all permits required for excavation and transportation of RRM under this contract. (See Section J, Attachment J-2, "List of RAC Permits and Agreements".)
- c. Provide information and data to DOE to apply "supplemental standards" (40 CFR 192.21) when necessary (e.g., to off-pile area).

##### **C.4.4.2 SAFEGUARDS AND SECURITY**

The Contractor shall administer the RAC Safeguards and Security (S&S) Program for the Moab and Crescent Junction sites in accordance with the Department of Energy (DOE) directives, DOE contract requirements document (CRD), and site-specific S&S Security Plans and procedures approved by the DOE, ODFSA.

The Contractor S&S program shall incorporate a risk-based approach to protect assets and activities against the consequences of attempted theft, diversion, terrorist attack, industrial sabotage, radiological sabotage, chemical sabotage, biological sabotage, espionage, unauthorized access, compromise, and other acts that may have an adverse impact on national security, the environment, or pose significant danger to the health and safety of DOE Federal and contractor employees or the public, in accordance the DOE Design Basis Threat (DBT).

The Contractors S&S Program shall ensure:

- a. Effective interfaces are performed between safety and security before changes are made
- b. Protection of DOE assets against any applicable DBT
- c. Identification of DOE assets and operations requiring protection, per the DBT

- d. S&S plans have effective procedures for implementation by the security organization
- e. The security organization can demonstrate implementation of S&S plans and procedures
- f. The corrective action program is utilized to input, track, trend, and correct S&S issues
- g. Integration of systems, technologies, programs, equipment, supporting processes to ensure adequate protection of DOE assets and operations
- h. The Contractor shall ensure that sufficient personnel are appointed/assigned to implement the following S&S topic areas, consistent with the requirements of DOE Order 470.4:
  - (1) S&S Program Planning: The Contractor shall ensure compliance and integration with other Moab Project S&S plan(s) to maintain and implement and effective:
    - (i) ODFSA approved S&S plan
    - (ii) Security conditions (SECON) program
    - (iii) Performance assurance program, as applicable
    - (iv) Survey, review and self-assessment program
  - (2) S&S Program Management Operations. The Contractor shall comply with the other Moab Project S&S plan(s) to maintain, and implement an effective:
    - (i) Foreign ownership, control, or influence (FOCI) program
    - (ii) Facility clearance and registration of S&S activities
    - (iii) S&S awareness training program
    - (iv) S&S training program
    - (v) Restrictions on the transfer of security funded technologies program
    - (vi) Process for requesting exemptions and equivalencies for S&S programs.
  - (3) Protective Force Operations. The Contractor shall staff, develop, maintain, and implement an effective ProForce program, and integrate the ProForce operations program with other Moab Project S&S plan(s) for:
    - (i) Management
    - (ii) Training
    - (iii) Administration
    - (iv) Performance testing
  - (4) Physical Protection. The Contractor shall staff, develop, maintain, and implement an effective Physical Protection program, and integrate the physical protection program with other Moab Project S&S plan(s) for the following, where applicable:
    - (i) Access controls
    - (ii) Intrusion detection and assessment systems
    - (iii) Barriers and delay mechanisms
    - (iv) Testing and maintenance
    - (v) Communications
  - (5) Information Security. The Contractor shall staff, develop, maintain, and implement an effective Information Security and Classification program, and integrate the information security program with other Moab S&S plan(s) for identification and protection of controlled unclassified information, including official use only information; unclassified controlled nuclear information; and export-controlled information.

- (6) Personnel Security. The Contractor shall staff, develop, maintain, and implement an effective Personnel Security program, and integrate the personnel security program with other Moab Project S&S plan(s) for:
- (i) Access authorizations
  - (ii) Badging (provided by other contractor. The RAC shall provide the required documentation to the badging contractor for the issuance of project site access badges; see Section J, Attachment J-10, “Moab Project Services”. RAC shall bear the cost of providing required information and documentation.
  - (iii) The RAC shall ensure badges are worn and displayed in accordance with requirements
  - (iv) S&S awareness training program
- (7) Foreign Visits and Assignments (FV&A). The Contractor shall staff, develop, maintain, and implement an effective FV&A program, and integrate the FV&A program with other Moab Project S&S plan(s) for:
- (i) Sponsor program management and administration
  - (ii) Counterintelligence requirements
  - (iii) Export controls and technology transfer
  - (iv) Security plan requirements
  - (v) Approval, periodic assessments, and reporting

The Contractor shall ensure that all S&S personnel appointed/assigned to perform the duties listed above have appropriate access authorization, requisite knowledge, experience, and qualifications; required equipment and information technology resources; and interface agreements prior to assuming their duties in support of the overall S&S program. The Contractors shall ensure these personnel are not assigned other tasks that have the potential to impact the performance of their primary S&S duties.

The contractor shall ensure that interfaces and necessary interactions between S&S programs and other disciplines such as off-site response, safety, emergency management, classification, counterintelligence, facility operations, cyber operations, and business and budget operations including property management are clearly identified, defined, documented, and approved.

#### **C.4.4.3 SITE SUPPORT**

The Contractor shall provide support and assistance to DOE for data calls, which may occur once a month or more often. The Contractor shall also provide the following:

- a. Information, documentation, and other assistance in responding to issues regarding both sites, such as mineral rights, water rights, Bureau of Land Management (BLM) and Department of Transportation (DOT) processes, and other similar issues that pertain to the contractor’s activities at the sites.
- b. Support to public involvement and stakeholder interaction. This occurs on average quarterly or less.
- c. Provide personal protective equipment (PPE) (hard hats, safety glasses, and safety vests) as appropriate, for workers, and at least 10% of Contractor owned PPE for DOE, other contractors,

and visitors who require access to site areas. DOE and other visitors may require access to site areas an average of twenty-five visits per month.

#### **C.4.4.4 WORKER SAFETY AND HEALTH**

The Contractor shall maintain and implement a Worker Safety and Health Program to ensure protection of the workers, the public, and the environment. As a part of the Program:

- a. The Contractor shall maintain a site-wide 10 CFR 851 compliant Worker Safety and Health Program (WSHP) and implement the site safety standards for all common work practices (Section J, Attachment J-10, “Government-Furnished Services”).
  - (1) The Contractor may choose to integrate and standardize programs for worker safety and health where there are similar hazards, requirements, and worker expectations with the other onsite contractor performing work.
  - (2) The Contractor shall review the WSHP annually, or more frequently, to document changing site conditions, and submit any updates to DOE for approval. The Contractor shall inform DOE in writing that there are no changes in the currently approved program.
  - (3) The Contractor shall ensure integration of the WSHP with all other related site-specific worker protection activities and include it as part of the Integrated Safety Management System.
  - (4) The Contractor’s Health and Safety Program shall include qualified safety and health staff, worker rights, hazard identification, hazard prevention and abatement, training and information, recordkeeping and reporting.
  - (5) The Contractor shall ensure the WSHP is applicable to all subcontractors working at the Moab Project.
  - (6) The Contractor shall provide representatives to attend regular site safety and health program meetings.
- b. The Contractor shall identify and establish worker safety and health training requirements for site workers. The Contractor shall ensure that all workers receive the appropriate training commensurate with regulatory requirements, site safety hazards, and job hazards.
  - (1) Training services are offered by another onsite contractor and these services are available to the RAC. In accepting the training provided by another contractor, the RAC is declaring that the training provided is adequate and approved by the RAC.
  - (2) The RAC shall maintain training records and data pertaining to training activities for personnel and subcontractors.
- c. The Contractor shall provide medical monitoring for workers compliant with 10 CFR 851.
- d. In addition to the WSHP maintain the Project-wide Health and Safety Plan (HASP), and flow-down the requirements to subcontractors and other contractors performing work onsite (see Section J, Attachment J-10, “Moab UMTRA Project Services”).
- e. The Contractor shall develop and submit for DOE approval a documented Emergency Management Program consistent with DOE O 151.1 which shall include a description of the Contractor’s Emergency Response Organization. The Contractor’s Emergency Response Organization shall include trained and certified medical emergency response personnel.



- f. The Contractor shall develop a Continuity of Operations Plan (COOP) consistent with DOE O 150.1 for DOE approval.
- g. The Contractor shall develop a documented Fire Protection Program, including but not limited to Emergency Response, which complies with DOE O 420.1.
- h. The Contractor shall identify and assign an “on-call Manager” to respond to emergencies and events during after-hours, including nights and weekends.
- i. The Contractor shall comply and implement any applicable environmental requirements and cleanup requirements. The Contractor shall be responsible for obtaining and maintaining applicable permits required to perform their work. Permits shall be managed to ensure no lapses in renewal.
- j. The Contractor shall provide information as requested by the DOE for the completion of the Annual Site Environmental Report (ASER), Site Sustainability Plan (SSP), and Environmental Management System (EMS) manual.
- k. The Contractor shall provide Safety Basis Documents per applicable requirements.
- l. Implement a lesson learned program that:
  - (1) Is structured to identify and apply available lessons learned in safety, quality, and performance to Moab Project operations.
  - (2) Captures, documents, and provides lessons learned for future applications by others.
  - (3) Is provided for external distribution to the DOE Corporate Lessons Learned Database, when a significant lessons learned event occurs.
- m. The Contractor shall provide access to contractor(s) performing hillside monitoring and equipment operations (see Section J, Attachment J-10, “Moab UMTRA Project Services”). The Contractor shall implement rockslide mitigation activities at the Moab rail bench and issue daily “go no-go” notifications. In the event that the hillside monitoring equipment is not functioning, the RAC shall provide rock spotters during hillside operations. The monitoring reports are provided but it is the responsibility of the RAC to ensure safe conditions on the rail bench for operations.

#### **C.4.4.5 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS)**

The Contractor shall maintain and implement an ISMS program that complies with the Section I clause DEAR 970.5223-1, *Integration of Environment, Safety, and Health into Work Planning and Execution*. As a part of the ISMS program, the Contractor shall:

- a. Ensure all work is performed safely and in a compliant manner that assures protection of the workers, public, and the environment.
- b. Review the ISMS program per DOE O 226.1, and update the ISMS as necessary. Submit all updates to DOE.
- c. Establish, document, and implement Performance Objectives, Measures, and Commitments (POMCs) annually per Section I clause DEAR 970.5223-1.
- d. On an annual basis, review and update, for DOE approval, POMCs.

#### **C.4.4.6 RADIATION PROTECTION, RADIATION SERVICES**

- a. The Contractor shall maintain a documented 10 CFR 835 compliant Radiation Protection Program (RPP).
  - (1) The content of the RPP shall be commensurate with the nature of the activities performed, and include formal plans and measures for applying the as low as reasonably achievable (ALARA) process to occupational exposure.
  - (2) The Contractor shall review the Radiation Protection Program per 10 CR 835.101.
- b. The Contractor Radiation Protection Program shall include:
  - (1) The Moab Project Site Dosimetry Program, which shall provide the distribution, collection, and analysis of personnel external dosimeters for all onsite contractor personnel, DOE, and visitors.
  - (2) The Moab Project Site Internal Dosimetry Program for urine bioassay including the distribution, collection, analysis of bioassay kits for all onsite contractor personnel, and DOE personnel.
  - (3) The Moab Project Site Instrumentation Program. (See Section J, Attachment J-5, which lists the Government-Furnished Property and Information)
  - (4) The Moab Project Site Radiological Records Program.
- c. The Contractor shall collect, maintain, and report data for:
  - (1) Worker internal and external dosimetry;
  - (2) Environmental dosimetry;
  - (3) Compliance with the required radiological monitoring; and,
  - (4) Adequacy of site radiological control programs in protecting the health and safety of workers, the public, and the environment.
- d. The Contractor shall provide PPE as appropriate, for workers, DOE, and visitors who require access to radiological areas of the Moab and Crescent Junction sites. DOE and other visitors require access on an average of twenty-five visits into the Contamination Area each year. The Contractor shall ensure that all persons (workers and visitors) entering a Contamination Areas (CA) is provided radiologically clean PPE upon each entry. Any laundered PPE shall be done so in accordance with “free-release” requirements. PPE in need of repair shall not be re-used.
- e. If required by the Task Order, the Contractor shall manage and maintain the Project’s Air Monitoring Program (in compliance with 10 CFR 458.1), which monitors for radon and direct gamma radiation.

#### **C.4.4.7 QUALITY ASSURANCE/QUALITY CONTROL**

- a. The Contractor shall submit a Quality Assurance Plan (QAP) that implements Quality Assurance (QA) program requirements identified in Section E using a graded approach for DOE approval.

The graded approach shall be documented and submitted for DOE approval as a standalone document or combined with the QAP.

- b. The Contractor shall implement a Contractor Assurance System that meets the requirements of DOE O 226.1. The Contractor shall submit a Contractor Assurance System (CAS) description as required by DOE O 226.1 for DOE review and approval, and provide a Quarterly RAC CAS Report providing information and data on the effectiveness of performance.
- c. The Contractor shall perform Quality Assurance Management and Self Assessments and Surveillances, and allow the DOE access for purposes of performance of oversight activities.
- d. The RAC shall develop an Integrated Assessment Schedule that outlines, by quarter, the assessments of the RAC operations planned to be performed. Assessed activities shall include safety, operations, compliance, documentation, and other aspects of the Project at each Project site. The schedule shall be developed annually and updated quarterly.
- e. The Contractor shall provide a Professional Engineer licensed in the State of Utah to propose design modifications or changes in accordance with the RAP and the QAP and provide notification to DOE before implementing any modifications or changes.

#### **C.4.4.8 RECORDS MANAGEMENT, TRANSFER, AND DISPOSITION**

Records generated under this PWS are the property of DOE.

- a. The Contractor shall manage all records (regardless of media) generated/received in the performance of the Contract, including records obtained from a predecessor contractor (if applicable), in accordance with 44 U.S.C. 21; 44 U.S.C. 29; 44 U.S.C. 31; 44 U.S.C. 33; 44 U.S.C. 36; 36 CFR Chapter XII, Subchapter B, *Records Management*; DOE Order 243.1, *Records Management Program*; and any other DOE requirements as directed by the CO. All records (in all formats, including email) subject to the management of the contractor (e.g., records in support of its operation), are to be inventoried, scheduled and dispositioned in accordance with federal laws, regulations, and DOE Directives.
- b. The Contractor shall transfer and disposition records in accordance with the Moab UMTRA Project Records Management Plan.
- c. Except for those defined as contractor-owned (in accordance with Section I clause 970.5204-3, *Access to and Ownership of Records*), all records (see 44 U.S.C. 3301 for the statutory definition of a record) acquired or generated by the Contractor in the performance of this Contract including, but not limited to, records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in Privacy Act Systems of Records shall be the property of the Government.
- d. The Contractor shall develop and maintain up-to-date records inventories, or follow and contribute to the Moab UMTRA Project records inventory that provide for the identification, location, arrangement, assignment of a NARA-approved records disposition schedule and

authority for all categories (record series), ownership, quality assurance, Privacy Act system of records, essential (vital) records, etc., of records created and received. The records and essential (vital) record inventories shall be submitted to the DOE for incorporation into the Moab UMTRA Project File Plan annually.

- e. The Contractor shall ensure all records (including email) are created electronically (born digital) to the greatest extent possible, those that are scanned must meet all NARA and Moab UMTRA Project requirements for electronic records, including the associated metadata and management of hard copy records after digitization. All records shall be scheduled and turned over in electronic format to the DOE to ensure the proper management and disposition of the records (e.g., case file, project, chronologic, numerical, and alphabetical) in accordance with NARA-approved Records Disposition Schedules.
- f. All audiovisual records shall meet NARA requirements (see 36 CFR 1237 and NARA Bulletins for specific requirements), including proper captioning the photographs through embedded metadata and/or external metadata (e.g., date of photograph, program, site, detailed description, names of individuals).
- g. The Contractor shall manage records contained in electronic information systems (EIS) by incorporating recordkeeping controls into the system or export the records into a recordkeeping system 36 CFR Part 1236, Electronic Records Management. The Contractor shall design and implement migration strategies to counteract hardware and software dependencies of electronic records whenever the records must be maintained and used beyond the life of the information system in which the records are originally created and captured. The Contractor shall provide a list of all EIS' to DOE annually utilizing the Moab UMTRA Project format provided by DOE.
- h. The Contractor shall respond to records management data calls by DOE as requested and process record requests for the FOIA, the Privacy Act, the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests (e.g., training, personnel, exposure, project, incident reports, and visitor's logs).
- i. At the completion of the Contract, the Contractor shall ensure all Federal records are transferred to the DOE in accordance with this section.

#### **C.4.4.9 REAL PROPERTY**

The Contractor shall, in accordance with Section H clause, *Real Property Asset Management*, comply with DOE Order 430.1, *Real Property Asset Management*, managing real property in a safe, secure, cost-effective, and sustainable manner. The Contractor shall input and maintain all data required to be included in the Facility Information Management System. (FIMS). This also includes providing reliable FIMS information that is current, complete, and accurate on real property holdings, enabling informed decision making in the planning, budgeting, operation, maintenance, and disposal of real property to the DOE upon request.

In accordance with DOE Order 430.1, *Real Property Asset Management*, real property assets must be sustained by maintenance, repair, and renovation activities to ensure: mission readiness; operational safety; worker health, environmental protection and compliance; security; and property preservation to cost-effectively meet program missions. Section I clause FAR 52.245-1, *Government Property*, applies.

#### **C.4.4.10 PERSONAL PROPERTY**

The Contractor shall manage all personal property assigned/Government-Furnished Equipment (GFE) in accordance with 41 CFR 109, 41 CFR 102 and FAR 52.245-1. The Contractor shall also routinely provide data to DOE to maintain the Property Information Database System (PIDS).

Section I clause FAR 52.245-1, *Government Property*, applies to Section J, Attachments J-5, “Government-Furnished Property and Information List”, J-12, “List of Maintenance Requirements and Frequency incl. Equipment and Facilities”, and J-14, “Government-Furnished Container Inventory”. Unless waived in writing by the Contracting Officer, all property acquired by the Contractor for use on this Contract is a “deliverable end item” as that term is used in FAR 52.245-1(e). Where a Request for Task Order Proposal is missing any property in possession of the Contractor, the Contractor shall propose it as an update to Task Order Section J.

The Government provides office space and telecommunication services (telephone and internet), any available GFP (office furnishings, manuals, computers, monitors, printers, and other office equipment), and access to Government computer and telephone systems for the Contractor’s personnel at the DOE Moab and Crescent Junction Sites. The Government will also provide office space and access to the Government computer systems for the Contractor’s personnel specifically working on this Contract at the DOE Grand Junction location. The Contractor shall have the facilities and other required resources needed to support its activities other than those specified above to be furnished by the Government.

#### **C.4.4.11 SAFETY CULTURE**

The Contractor shall:

- a. Adopt and continuously improve organizational culture, Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concern Program; the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.
- b. Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.
- c. Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.
- d. Champion a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.
- e. Champion a culture that emphasizes the following safety culture attributes:
  - (1) Demonstrated safety leadership
  - (2) Risk-informed, conservative decision making
  - (3) Management engagement and time in the field
  - (4) Staff recruitment, selection, retention, and development

- (5) Open communication and fostering an environment free from retribution
  - (6) Clear expectation and accountability
  - (7) Personal commitment to everyone's safety
  - (8) Teamwork and mutual respect
  - (9) Participation in work planning and improvement
  - (10) Mindfulness of hazards and controls
  - (11) Credibility, trust, and reporting errors and problems
  - (12) Effective resolution of reported problems
  - (13) Performance monitoring through multiple means
  - (14) Use of operations experience
  - (15) Questioning attitude.
- f. Participate in all Safety Culture Workforce Surveys as requested by DOE.
  - g. The Contractor shall develop, submit, and implement a DOE Employee Concerns Program meeting the requirements of DOE O 442.1, *Department of Energy Employee Concerns Program*.
  - h. The Contractor shall prepare and submit to DOE quarterly and annual Employee Concerns Status Reports for lessons learned and identification of possible adverse trends.

#### **C.4.4.12 INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES**

The Contractor shall maintain a fleet management program for the Moab Site that complies with Section H clause DOE-H-2072, *Use of Government Vehicles by Contractor Employees*. The Contractor shall manage the fleet of the Government-owned and/or the Contractor's GSA-leased motor vehicles, to include, but not limited to, scheduling vehicle repair and modification services as required; performing record keeping; managing vehicle assignments; and ensuring vehicle utilization. For Government-owned motor vehicles, see Moab, UT Equipment list and Crescent Junction, UT Equipment list in Section J, Attachment J-5, "Government-Furnished Property and Information List".

#### **C.4.4.13 CONDUCT OF OPERATIONS**

The Contractor shall:

- a. Establish a Conduct of Operations (CONOPS) Program using the graded approach to CONOPS requirements and attributes identified in DOE O 422.1, Conduct of Operations;
- b. Complete causal analyses and corrective actions for High, Low, and Informational Level reports, in accordance with DOE O 232.2, Occurrence Reporting and Processing of Operations Information, in the QAP;
- c. Develop and submit for DOE approval a Conduct of Operations Matrix per DOE O 422.1.
- d. The CONOPS Program shall include the Contractor's implementing process or procedure for activity level work planning and control that achieves the following goals:

- (1) Applies to all facilities and is not limited to nuclear facilities and activities.
- (2) Protects the worker, the public, and the environment by scoping, planning, scheduling, and preparing in a manner that results in the safe execution of work.
- (3) Mitigates or eliminates the hazards associated with the work.
- (4) Identifies the impact of work to the facility and work groups, and plan, control, and execute the work without incurring unanticipated issues resulting from the work.
- (5) Maximizes efficiency and effectiveness of Moab Project personnel and material resources.
- (6) Maximizes availability and reliability of facility equipment and systems.
- (7) Maximizes continuous feedback and improvement, including worker feedback mechanisms.

## **C.05 SITE RESTORATION AND CLOSURE**

In addition to the requirements specified in Section C.4.2, the Contractor shall complete the following actions. These actions shall be completed concurrent with or upon completion of the activities identified in Section C.4.2 as appropriate.

- a. Characterize the sub-pile (native soils contaminated above 40 CFR 192 standards and up to 3' below the RRM pile) and below the sub-pile (i.e. any soils and materials beyond the 3' depth), and the off-pile areas at Moab to determine the extent of contamination above 40 CFR 192 standards. Also characterize the areas outside of the disposal cell boundaries at Crescent Junction to determine the extent of any contamination.
- b. Complete the excavation and disposal, as necessary, of the RRM in the sub-pile, below the sub-pile, in the off-pile areas of the Moab site, and outside of the disposal cell boundaries at Crescent Junction in order to meet the remediation standards of 40 CFR 192, Subpart A and the RAP. The sub-pile is estimated to be 3 feet below the floor (defined by the interface of the lower section of the tailings and upper section of the native undisturbed stratigraphy), and is the RRM that meets 5 or 15 pCi/g as defined in 40 CFR 192, Subpart A.
- c. Verify the soil cleanup standards in 40 CFR 192 have been met. The Contractor shall:
  - (1) Support independent verification by DOE and/or other outside entity of soil remediation;
  - (2) Support completion report preparation for each off-pile area to DOE within 60 days after verification sampling is completed;
  - (3) Provide information and data to the DOE to apply "supplemental standards" (40 CFR 192.21) when necessary (e.g., to off-pile area). Such supplemental standards applications shall be approved by DOE and applied accordingly by the Contractor.
- d. Removal and disposition of all site structures, including but not limited to the Atlas building, maintenance facilities, lidding/de-lidding building, decontamination pad, office and other trailers, roadways and parking lots, block wall on the rail bench, fences, guard kiosks, and utilities. Disposition may include placement in the disposal facility or free-release as appropriate and practicable.

- e. Disposition all equipment, including but not limited to gantry cranes, reach-stackers, containers, trucks, graders, and tracked machinery. Disposition may include placement in the disposal facility or free-release as appropriate and practicable.
- f. Disposition all office furniture and equipment, instruments, radios, and supplies. Disposition may include placement in the disposal facility or free-release as appropriate and practicable.
- g. Complete the construction of the Crescent Junction disposal facility final cover.
- h. Complete the final grading of the Moab and Crescent Junction sites including the Moab Wash and the Wedge and run-off structures at Crescent Junction.
- i. Dispose of all non-RRM materials and waste, including but not limited to the Fernald rail located at Crescent Junction.
- j. Complete revegetation of the disturbed areas at Moab and the Crescent Junction sites using a mixture of riparian and desert native plants.
- k. Remove and disposition rail sidings at Moab and Crescent Junction.
- l. Develop and implement Final Status Survey Plans for Moab and Crescent Junction and coordinate with the DOE for final Independent Verification.
- m. Complete all final closure reports and documentation.
- n. Support transfer of specific operations to the Office of Legacy Management.
- o. Support the transfer of property to an entity to be determined by DOE.
- p. If required by the Task Order, complete revegetation actions and implement revegetation plans for areas outside of the Contamination Area.

## **C.06 VICINITY PROPERTIES**

Vicinity Properties (VPs) are separate from the former Atlas mill processing site (Moab Site) or the Crescent Junction disposal site and are located in the local Moab community. VPs became contaminated when RRM, originating from the former mill site, was placed/transported to these properties through past activities.

There is one currently known VP for the Moab Project with contamination requiring remediation. Materials identified at the VP site requiring remediation is limited to soils and debris. Other contaminated materials were removed previously. The Contractor shall remove these contaminated materials, approximately 25 cubic yards, and transport them to the Moab site for management with the RRM onsite.

## **C.07 CONTRACT TRANSITION**

The Contractor shall provide a safe, effective, and efficient transfer of responsibility for execution of the Contract that maintains continuity of operations and avoids or minimizes disruptions, which could affect accomplishment of the mission.



The main goal of the transition process is to ensure a full understanding of the terms and conditions of the Contract by the Contractor and that the Contractor can demonstrate readiness to assume responsibility seamlessly prior to assumption of full responsibility for Contract execution. The Contractor shall perform all activities to support transition, including but not limited to, system walk-downs; procurement; review and acceptance of programmatic and operational documents and procedures; and shall verify the successful completion of transition requirements and Deliverables as listed in Task Order 1 – Transition,.

To ensure continuity of operations, the Contractor shall adopt, as applicable, the incumbent contractors' plans and implementing procedures, manuals and associated training/qualification curriculum at the effective date of the transition task order, provided the Contractor has formally reviewed the documents to ensure compliance with contract requirements, current regulatory requirements, DOE Orders and directives, and the Contractors' organizational roles and responsibilities. The Contractor shall revise plans and implementing procedures, manuals and operator aids, and associated training/qualification curriculum it deems necessary to accommodate its technical approach, provided the documents remain in compliance with DOE requirements, and shall maintain its plans, procedures, programs, etc. in accordance with this PWS. The Contractor shall provide written notification to the CO of its intent to adopt existing programs and/or procedures prior to the end of contract transition.

The Contractor shall perform a due diligence review of the systems and environmental conditions within its assigned area of responsibility. The Contractor shall provide a written declaration of its formal acceptance of responsibility for the assigned scope, systems, and environmental/regulatory conditions.

The Contractor shall mobilize its Transition Management Team to the Sites no later than ten (10) calendar days after the Task Order effective date. The objective of the Transition period is to establish safety, operations, business, and human resources management that will enable the Contractor to deliver requirements on time and within established funding. At a minimum, the Transition Management Team shall complete the following within the Transition period:

- a. Transition responsibility for all facilities, facility operations, and environmental permits;
- b. Perform due diligence walk downs and assessments of facilities and other areas;
- c. Modify, with DOE approval (as required), incumbent Contractor's plans and implementing procedures, manuals, and other documents, as well as associated training/qualification curriculum;
- d. Hire and train all required staff;
- e. Establish procurement processes; and
- f. Perform other actions necessary to enable formal acceptance of responsibility for the approved task order scope within the Period of Performance of Task Order 1 – Transition.

The Contractor shall submit a Transition Plan as required by Task Order 1 – Transition. The Transition Plan describes the Contractor's process for conducting an orderly transition and minimizing any adverse impacts on continuity of operations. The plan shall include a schedule with defined milestones, milestone risks and the proposed approach to minimize the identified risks. The Transition Plan shall include a schedule and description of the activities necessary to transition the work from the incumbent contractor in a manner that:

- a. Ensures all work which the new contractor shall be responsible for under the contract is continued without disruption

- b. Provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor
- c. Provides for the ability of the new contractor to perform the work in an efficient, effective, and safe manner.
- d. Provides:
  - (1) The planned strategy for developing required documents (including licenses and agreements);
  - (2) A brief description of all involved organizations;
  - (3) Planned execution of interface agreements with other site contractors and necessary Memoranda of Understanding (MOUs) with outside support organizations (e.g. NRC, Bureau of Land Management (BLM), etc.)
- e. Establishes any transition interface agreements necessary between it and other site contractors/subcontractors to define necessary interface points, scope boundaries, and/or provisions of services, as required.

The Transition Plan shall address the transfer of Government property currently assigned to the incumbent contractor to the new contractor during the transition period including Government-furnished and contractor-acquired property (i.e. materials) and associated records.

The Transition Plan shall address coordination with other site entities and ensure continuation of services by the new contractor. The Contractor is responsible for performing due diligence to ensure that all activities, deliverables, and actions to be completed by the end of the transition identified in the PWS are included in the Transition Plan.

The Transition Plan shall include a description of the Contractor's implementation of human resource management consistent with Workforce Transition and Contractor Human Resources Management requirements as described in Section H, including:

- a. Expected workforce composition demonstrating understanding of the preference in hiring requirements in Section H; and
- b. Description of processes for handling labor standards determinations for work packages.

The Contractor shall submit a Graded Approach for Implementation of Contract Requirements Plan for DOE approval to streamline processes, apply a graded approach, and identify efficiencies and performance improvements (e.g., DOE directives, regulations, and others) that are critical to accomplishing the mission. The plan shall include a review and recommendations of changes to the current standards and implementing procedures for the elimination of requirements and/or streamline of processes. The Contractor shall interface with the other site Contractors on proposed changes, as necessary.

Within 72 hours following the award of Task Order 1 – Transition, the Contractor shall release on its own website a brief Executive Summary of its offer including the following elements (this posting is not subject to the routine DOE Public Release approval requirement):

- a. Name of Contractor, including the identification of teaming partners and subcontractors and a description of the experience that each party brings to the project;

- b. Summary/description of Contractor's Management Approach;
- c. Organizational structure and identification of key personnel;
- d. Contractor performance commitments;
- e. Brief overview of Contractor's work on similar projects.

## **Part I – The Schedule**

### **Section D**

#### **Packaging and Marking**

### **D.1 DOE-D-2001 Packaging and Marking (Oct 2014)**

- (a) Preservation, packaging and packing for shipment and mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report, or other deliverable shall be accompanied by a letter or other document which:
  - (1) Identifies the contract by number pursuant to which the item is being delivered;
  - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this Contract, as identified in Section G of the Contract, or if none, to the Contracting Officer.

### **D.2 Security Requirements**

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials (if any) as prescribed by applicable U.S. Department of Energy safeguards and security directives.

### **D.3 Requirements of 31 U.S.C. 3726, and 41 CFR 102-117 & -118 (Applies to transportation services only)**

The contractual terms and conditions between the Transportation Services Provider (through the Contractor) and the United States (U.S.) shall be incorporated on each Bill of Lading (BL) with the following statement, “U.S. government shipment is subject to the terms and conditions of 41 CFR 102-117 and 118.”

## **Part I – The Schedule**

### **Section E**

#### **Inspection and Acceptance**

## E.1 Clauses Incorporated by Reference – Section E

Clauses in the following table are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government may include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the internet address contained in Section I clause FAR 52.252-2, *Clauses Incorporated by Reference*, of this Contract.

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
E.2	FAR 52.246-2	Inspection of Supplies – Fixed-Price (Aug 1996) (Applies to FP Task Orders only)	
E.3	FAR 52.246-3	Inspection of Supplies – Cost-Reimbursement (May 2001) (Applies to CR Task Orders only)	
E.4	FAR 52.246-4	Inspection of Services – Fixed-Price (Aug 1996) (Applies to FP Task Orders only)	
E.5	FAR 52.246-5	Inspection of Services – Cost-Reimbursement (Apr 1984) (Applies to CR Task Orders only)	
E.6	FAR 52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)	See Fill-In below table for paragraph (a).
E.7	FAR 52.246-12	Inspection of Construction (Aug 1996) (Applies to FP construction work only)	
E.8	FAR 52.246-13	Inspection – Dismantling, Demolition, or Removal of Improvements (Aug 1996) (Applies to D&D/DDR work only)	
E.9	FAR 52.246-14	Inspection of Transportation (Apr 1984)	
E.10	FAR 52.246-16	Responsibility for Supplies (Apr 1984) (Applies to FP Task Orders only)	
CR = Cost Reimbursement FP = Fixed-Price D&D = decontamination and decommissioning			
FAR = Federal Acquisition Regulation DDR = dismantling, demolition, or removal of improvements			

This contract incorporates one or more clauses, by reference, as indicated in the table above.

Any clauses that are included in full text are listed below and include the same Section E identifier in parentheses as was used above.

### (E.6) FAR 52.246-11 Higher-Level Contract Quality Requirement (Dec 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Quality Assurance Program (QAP) compliant with DOE O 414.1, *Quality Assurance*, for all facilities and activities. Additionally, nonreactor nuclear facilities (as defined in 10 CFR 830, *Nuclear Safety Management*, Section 830.3, *Definitions*) must be compliant with 10 CFR 830, *Nuclear Safety Management*, Subpart A, *Quality Assurance Requirements*. The Contractor shall utilize the Contractor Assurance System (CAS) per DOE O 226.1, *Implementation of Department of Energy Oversight Policy*, to monitor and evaluate all work performed under this Contract, including work of subcontractors, to ensure work performance meets the applicable requirements for environment, safety, and health, including quality assurance and integrated safety management; safeguards and security; cyber security; and emergency management.

The QAP must describe how the quality assurance criteria from DOE O 414.1, 10 CFR 830, Subpart A are satisfied. The Contractor shall use voluntary consensus standards in the development and

implementation of the QAP, where practicable and consistent with contractual and regulatory requirements. Where appropriate, the Contractor must use a graded approach to implement the QAP that is commensurate with hazards, lifecycle of facilities and other risks. The basis of the graded approach utilized shall be documented, and submitted to U.S. Department of Energy (DOE) for approval.

(1) For Hazard Category 1, 2, and 3 nuclear facilities:

- (i) Existing facilities, or new facilities and major modifications to existing facilities achieving Critical Decision 1 (CD-1) prior to May 8, 2013 may continue to use the consensus standard cited in the DOE-approved QAP.
- (ii) New facilities and major modifications to existing facilities achieving CD-1 use American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, with the NQA-1a-2009, *Quality Assurance Requirements for Nuclear Facility Applications Addenda 1a* (or a later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II.

Note: where NQA-1, Part II language uses the terms “nuclear power plant” or “nuclear reactor”, these terms are considered equivalent to the term “nuclear facility.”

- (iii) Consensus standard(s) that provide an adequate level of quality assurance and meet the intent of paragraph (ii) above may be used. The QAP must document how the selected consensus standard is (or a set of consensus standards are) used, as well as how the selected consensus standard(s) is appropriate.

(2) For other activities and facilities (e.g., less than Hazard Category 3, non-nuclear, or chemically hazardous), the Contractor shall use, in whole or in part, appropriate standards. Examples of appropriate standards include:

- (i) ASME NQA-1a-2009 addenda (or later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
- (ii) ASME NQA-1-2000, *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
- (iii) American National Standards Institute (ANSI)/International Organization for Standardization (ISO)/American Society for Quality (ASQ) Q9001-2008 (or later edition), *Quality Management System - Requirements*; and
- (iv) ANSI/ASQ Z 1.13-1999 (or later edition), *Quality Guidelines for Research*.

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

- (i) Control of such things as design, work operations, in-process control, testing, and inspection;  
or
- (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.



**E.11 DOE-E-2001 Inspection and Acceptance (Oct 2014)**

Inspection and acceptance of all items under this Contract shall be accomplished by the Contracting Officer in accordance with the clauses listed in this Section. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

## **Part I – The Schedule**

### **Section F**

#### **Deliveries or Performance**

### F.1 Clauses Incorporated by Reference – Section F

Clauses in the following table are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government may include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the internet address contained in Section I clause FAR 52.252-2, *Clauses Incorporated by Reference*, of this Contract.

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
F.2	52.211-10	Commencement, Prosecution, and Completion of Work (Applies to FP construction work only) (Apr 1984)	(a) To Be Determined on a Task Order basis (c) To Be Determined on a Task Order basis
F.3	52.242-14	Suspension of Work (Apr 1984) (Applies to FP construction work only)	
F.4	52.242-15	Stop-Work Order (Aug 1989)	
F.5	52.242-15	Stop-Work Order (Aug 1989) - Alternate I (Apr 1984) (Applies to CR Task Orders only)	
F.6	52.242-17	Government Delay of Work (Apr 1984) (Applies to FP Task Orders only)	
CR = Cost Reimbursement FP = Fixed-Price		FAR = Federal Acquisition Regulation	

### F.7 DOE-F-2002 Place of Performance – Services (Oct 2014)

The services specified by this Contract shall be performed at the following location(s):

The principal places of performance of the Moab RAC shall be within the boundaries of the Moab Site (and Vicinity Properties) in Moab, Utah, and the Crescent Junction Site for the disposal cell in Crescent Junction, UT.

### F.8 Period of Performance

- (a) The contract ordering period shall be 10 years from the effective date of this Contract. Issuance of Task Orders will not occur beyond the end of the Contract ordering period.
- (b) Each Task Order issued by the Contracting Officer will identify a period of performance specific to that Task Order.
- (c) Performance of all Task Orders issued before the end of the Contract ordering period shall not exceed 5 years beyond the end of the Contract ordering period.
- (d) The period of performance for any individual Task Order shall not exceed 10 years, including any option periods.

### F.9 Requirements of 31 U.S.C. 3726, and 41 CFR 102-117 & -118 (Applies to transportation services only)

- (a) Loss and Damage – Receipt for the shipment is subject to the consignee's annotation of loss, damage, or shrinkage on the delivering Transportation Service Provider (through the Contractors)'s documents and the consignee's copy of the same documents. When loss or damage is not discovered until after delivery and receipt of the shipment, the consignee shall promptly notify, preferably by telephone, the

nearest office of the last delivering TSP and extend to the TSP the privilege of examining the shipment.

- (b) Time to State Loss and Damage – The rules and conditions governing commercial shipments, for the time period within which notice must be given to the TSP or a claim must be filed, or suit instituted, shall not apply if the shipment is lost, damaged or undergoes shrinkage in transit. Deletion of this item will be considered valid only with the written concurrence of the government official responsible for making the shipment.

## **Part I – The Schedule**

### **Section G**

#### **Contract Administration Data**

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### **G.1 DOE-G-2001 Contracting Officer Authority (Oct 2014) (Revised)**

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with Section G clause DOE-G-2002, *Contracting Officer's Representative*, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with applicable Section I clause entitled, *Changes*.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.
- (g) Issue Task Orders.

### **G.2 DOE-G-2002 Contracting Officer's Representative (Oct 2014)**

Pursuant to Section I clause DEAR 952.242-70, *Technical Direction*, the Contracting Officer shall designate in writing a COR for this contract, and provide a copy of such designation to the Contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

### **G.3 DOE-G-2003 Contractor's Program Manager (Oct 2014)**

- (a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the COR under this contract.
- (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

### **G.4 DOE-G-2004 Contract Administration (Oct 2014)**

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the COR for this contract, and a copy of any such correspondence shall be sent to the U.S. Department of Energy (DOE) Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence that proposes or involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract.
- (b) Other Correspondence.
  - (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall also be provided to the Contracting Officer.
  - (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), all correspondence, other than technical correspondence and correspondence regarding patent of

rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall also be provided to the COR.

- (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33, *Solicitation, Offer and Award*, Block 24, of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contracting Officer and the COR.
- (c) Information regarding correspondence addresses and contact information will be provided through official correspondence:
  - (1) Contract Specialist:
    - (i) U.S. Department of Energy  
Office of Environmental Management  
Attn: Michael Forsgren
    - (ii) Telephone number: (513) 430-8536
    - (iii) Address:  
550 Main St, Rm 7-010, Cincinnati, Ohio 45202
    - (iv) Email address: michael.forsgren@emcbc.doe.gov
  - (2) Administrative Contracting Officer
    - (i) U.S. Department of Energy  
Office of Environmental Management  
Attn: Ian Rexroad
    - (ii) Telephone number: (513) 262-3285
    - (iii) Address:  
550 Main St, Rm 7-010, Cincinnati, Ohio 45202
    - (iv) Email address: ian.rexroad@emcbc.doe.gov
  - (3) Contracting Officer's Representative
    - (i) U.S. Department of Energy  
Office of Environmental Management  
Attn: (To be provided at Task Order level)
    - (ii) Telephone number: (To be provided at Task Order level)
    - (iii) Address:  
(To be provided at Task Order level)
    - (iv) Email address: (To be provided at Task Order level)
  - (4) Intellectual Property Counsel



- (i) Patent Attorney  
(To be provided at Task Order level)
  - (ii) Telephone number: (To be provided at Task Order level)
  - (iii) Address:  
(To be provided at Task Order level)
  - (iv) Email address: (To be provided at Task Order level)
- (5) Government Contract Administration Office
- (i) U.S. Department of Energy  
Office of Environmental Management  
Attn: Ian Rexroad
  - (ii) Telephone number: (513) 262-3285
  - (iii) Mailing address:  
550 Main St, Rm 7-010, Cincinnati, Ohio 45202
  - (iv) Email address: [ian.rexroad@emcbc.doe.gov](mailto:ian.rexroad@emcbc.doe.gov)

**G.5 DOE-G-2005 Billing Instructions (Mar 2019) (Revised) (For Fixed-Price Task Orders) (TAILORED)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the Master IDIQ Contract. All invoices shall be supported by a billing schedule summarized by funding source.
- (b) Contractors shall submit vouchers electronically through the DOE Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) As specified in the Task Order, the Contractor's voucher shall include a breakdown of either the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel, or the percentage of the amount paid by the Contractor to subcontractors (except similarly situated entities and transportation or disposal entities). This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting, on an IDIQ contract basis.

**G.6 DOE-G-2005 Billing Instructions – Alternate I (Mar 2019) (Revised) (For Cost-Reimbursement Task Orders) (TAILORED)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the Master IDIQ Contract. Vouchers for payment of costs shall be submitted timely in accordance with FAR 52.216-7(a)(1), except for fee payments which shall be invoiced when earned. All invoices shall be supported by a billing schedule summarized by funding source.

The Contractor may submit invoices for fee upon completion of the Task Order and/or receipt of the Contracting Officer's consent to submit the fee invoice (e.g., completion of an agreed-upon milestone). The Contractor shall notify the Contracting Officer of completion of each Task Order and/or milestone. DOE will review completion criteria/end-states in Task Orders to ensure required work is accomplished, and then authorize fee payments as appropriate. Upon receipt of an acceptable invoice for fee payment, the Contracting Officer will assess the need for further adjustments as provided for elsewhere in the contract and make payments within fourteen (14) calendar days after the Contractor submits an acceptable fee invoice.

- (b) Contractors shall submit vouchers electronically through the DOE VIPERS. VIPERS allows vendors to submit vouchers, attach supporting documentation, and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and Task Order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
  - (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
    - (i) Statement of Cost must be completed and consistent with data in the Contractor's cost accounting system.
    - (ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
    - (iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
    - (iv) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown, and the DPLH summary completed, if applicable.
    - (v) The total fee billed, retainage amount, and available fee must be shown.
    - (vi) If a given Task Order includes task areas/subtasks, the Statement of Cost must include a breakdown of costs for all respective task areas/subtasks.
    - (vii) Costs claimed must be summarized and broken out by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.).
    - (viii) Statement of Cost must show total amounts by current billing period, fiscal year to-date, and cumulative contract-to-date to facilitate reconciliation of invoiced costs.
    - (ix) As specified in the Task Order, a breakdown of either the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel, or the percentage of the amount paid by the Contractor to subcontractors (except similarly situated entities and transportation or disposal entities). This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting, on an IDIQ contract basis.
    - (x) Detailed invoice transactions must be provided in Microsoft Excel® format as a supplemental file including labor hours from the timekeeping system, purchase card transactions,

subcontract costs, etc. The detailed invoice transaction data in Excel® format shall include sufficient data fields and detail as deemed necessary by DOE to enable sorting, analyzing, and testing of invoiced costs.

- (2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:
  - (i) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.
  - (ii) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
  - (iii) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer, Administrative Contracting Officer, or auditor approves a change in the billing rates, include a copy of the approval.
  - (iv) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

## **G.7 Invoice/Payment Procedures**

- (a) The Government will make invoice payments to the Contractor by electronic funds transfer not later than fourteen (14) calendar days after receipt of an acceptable invoice from the Contractor.
- (b) Except for vouchers for payment of costs submitted in accordance with FAR 52.216-7(a)(1), and for fee payments, the Contractor may submit invoices not more often than once every two weeks. Fee invoices will be submitted in accordance with Section G clause DOE-G-2005, *Billing Instructions – Alternate I*.
- (c) Any defects in invoices which are discovered after interim payment shall be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the defect, and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this Contract. Unless the Contractor reconciles the defect to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (d) Any bases for withholding, set-off, or reduction with respect to invoices which are discovered after interim payment will be corrected on subsequent invoices. If the Government discovers such bases for withholding, set-off, or reduction, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the bases for withholding, set-off, or reduction, will specify the dollar amount of the withholding, set-off, or reduction and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the bases for withholding, set-off, or reduction to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.

- (e) Nothing in this clause shall affect the rights of either the Government or the Contractor under the applicable Section I *Prompt Payment* clause of this contract. The Government is not limited to fourteen (14) calendar days to notify the Contractor of a defective invoice, and may notify and/or initiate withholding, set-off, or reduction until final payment to the Contractor.

#### **G.8 DOE-G-2007 Contractor Performance Assessment Reporting (Jul 2018)**

- (a) The Contracting Officer will document the Contractor's performance under this Contract (including any Task Orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the Contract or Task Order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.
- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the Contract in accordance with other applicable clauses in this contract.

#### **G.9 DOE-G-2008 Non-Supervision of Contractor Employees (Oct 2014)**

The Government shall not exercise any supervision or control over Contractor employees performing services under this Contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

#### **G.10 Requirements of 31 U.S.C. 3726, and 41 CFR 102-117 & -118 (Applies to transportation services only)**

- (a) Prepayment – In no case shall prepayment of charges be demanded by the Transportation Service Provider (through the Contractor) nor collection be made from the consignee. The Bill of Lading (BL) properly certified and attached to an SF 1113, Public Voucher for Transportation Charges, shall be presented to the paying office for payment to the TSP in privacy with the contract of carriage as evidenced by the BL.
- (b) Alternation of Rates – The shipment must be made at the restricted or limited valuation specified in the tender, tariff or classification or equivalent contract, arrangement, or exemption from regulation at or under which the lowest rate is available, unless otherwise indicated on the BL.

- (c) Interest on Payments – Interest shall accrue from the voucher payment date on the overcharges made and shall be paid at the same rate in effect on that date as published by the Secretary of the Treasury pursuant to the Debt Collection Act of 1982 U.S.C. 3717.
- (d) The following certification, as required by 49 CFR 172.204, shall be included in the Descriptions of Articles space of the BL, when hazardous materials are shipped by conveyances other than air TSPs. These certifications must be legibly signed by a principal, officer, partner, or employee of the shipper or its agent. The signature may be manually produced by typewriter, or by other mechanical means:

“This is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.”

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Certifying Official

**Part I – The Schedule**

**Section H**

**Special Contract Requirements**

## **Section H**

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### **H.1 DOE-H-2013 Consecutive Numbering (Oct 2014)**

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

## **CONTRACTOR HUMAN RESOURCE MANAGEMENT (CHRM) CLAUSES**

### **H.2 Definitions**

For purposes of the Section H clause entitled, *Workforce Transition and Hiring Preferences Including through Period of Performance*, and *Workforce Transition: Plans and Timeframes*, the following definitions are applicable, unless otherwise specified:

- (a) “Contract Award Date” means the date the contract is signed by the Contracting Officer, noted in Block 28 of the SF 33, *Solicitation, Offer and Award*, or other authorized official written notice.
- (b) “Contract Effective Date” means the date noted in Block 28 of the SF 33, or as otherwise stated in the Contract or Contract Award Document.
- (c) “Contract Transition Period” means the period of performance stated in Section F of Task Order 1 – Transition, for performance of Section C.07 of this Contract.
- (d) “Incumbent Contractor” means North Wind Portage, Inc. under contract DE-DT0011049.
- (e) “Incumbent Employees” means the North Wind Portage, Inc. employees who hold regular appointments, working at least 20 hours per week, of the Incumbent Contractor as of the Notice to Proceed.
- (f) “Non-Incumbent Employees” means new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after the Notice to Proceed.
- (g) “Notice to Proceed (NTP)” means the authorization issued by the Contracting Officer to start performance on this Contract or as otherwise defined in this Contract.

### **H.3 DOE-H-2002 No Third Party Beneficiaries (Oct 2014)**

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights, which any person may have under applicable Federal statutes.



#### **H.4 Workforce Transition and Employee Hiring Preferences Including through Period of Performance**

(a) The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law, and the terms of this Contract, including the paragraphs set forth below. Means of maintaining and developing a trained and qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires.

(b) The Contractor shall comply with the hiring preferences set forth below:

- (1) The Contractor shall provide Incumbent Employees, during the transition period, preferences in hiring for vacancies at the Moab and Crescent Junction Sites (“the Sites”) for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the Performance Work Statement under this Contract, in accordance with the hiring preferences in paragraphs (i)–(ii) below, in descending order of priority, any applicable collective-bargaining agreement(s), any applicable site seniority list(s) as provided to the Contractor by the Contracting Officer, and in accordance with applicable law.
  - (i) A preference in hiring for vacancies in non-managerial positions that are substantially equivalent to the position each respective Incumbent Employee held on the Notice to Proceed date.
  - (ii) A preference in hiring for vacancies in non-managerial positions for Incumbent Employees not hired into a substantially equivalent position in (i), but who meet the qualifications for another position.
- (2) The Contractor shall provide, throughout the period of performance, preferences in hiring for vacancies at the Sites for non-managerial positions (i.e., all those below the first line of supervision), in accordance with the hiring preferences in paragraphs (i) – (iv) below, in descending order of priority.
  - (i) Consistent with any applicable collective-bargaining agreement(s) and site seniority lists at the Sites, the Contractor shall give a preference in hiring to individuals who are former employees of the Incumbent Contractor, and who are entitled to recall rights.
  - (ii) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (A) and (B), in descending order of priority, who are eligible for the hiring preference contained in the Section I clause DEAR 952.226-74, *Displaced Employee Hiring Preference*, consistent with the provisions of any applicable Workforce Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of employees:
    - (A) Former employees of the Incumbent Contractor or any other DOE contractor or subcontractor of a DOE contractor at the Sites.
    - (B) Former employees of other DOE contractor(s) or subcontractor(s) at a DOE defense nuclear facility eligible for the hiring preference.
  - (iii) The Contractor shall give a preference in hiring to individuals who (A) were formerly employed by Incumbent Contractor at the Sites; and (B) were involuntarily separated (other than for cause) from their employment at the Sites who are not precluded from seeking

employment at the Sites by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements and who are qualified for a particular position; and (C) are qualified for the position or who are not qualified for a particular position, but who agree to become qualified on their own and can become qualified by the date set by the Contractor for commencement of active employment under this Contract.

- (iv) The Contractor shall give a preference in hiring to individuals (A) who have separated from employment at the Sites for any reason other than for cause; (B) who are not precluded from seeking employment with a DOE or NNSA contractor by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (C) who are qualified for a particular position.

## **H.5 DOE-H-2001 Employee Compensation: Pay and Benefits (TAILORED)**

### **(a) Contractor Employee Compensation Plan**

The Contractor shall submit, for Contracting Officer approval upon request in anticipation of a Cost Reimbursement (CR) Task Order under this contract, a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

A description of the Contractor Employee Compensation Program should include the following components;

- (1) Philosophy and strategy for all pay delivery programs.
- (2) System for establishing a job worth hierarchy.
- (3) Method for relating internal job worth hierarchy to external market.
- (4) System that links individual and/or group performance to compensation decisions.
- (5) Method for planning and monitoring the expenditure of funds.
- (6) Method for ensuring compliance with applicable laws and regulations.
- (7) System for communicating the programs to employees.
- (8) System for internal controls and self-assessment.
- (9) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

### **(b) Total Compensation System**

Upon request by the CO in anticipation of a CR Task Order under this contract, the Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with FAR 31.205-6 and DEAR 970.3102-05-6; *Compensation for Personal Services*. DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs

incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan as approved by the Contracting Officer.

(c) Reports and Information (Applies to CR Task Orders only, unless waived by the Contracting Officer in writing)

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts; and planned distribution of funds for the following year.
- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation at the time of Task Order award, and at the time of any subsequent change to their total cash compensation. This should be the same information provided to the System for Award Management (SAM) per FAR 52.204-10.
- (3) An Annual Compensation and Benefits Report to be submitted no later than March 1<sup>st</sup> of each year in iBenefits or its successor.

(d) Pay and Benefit Programs (Applies to CR Task Orders only, unless waived by the Contracting Officer in writing)

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees as defined in paragraphs (1) and (2) below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

- (1) Incumbent Employees are the employees who hold regular appointments of the incumbent Contractor.
  - (i) Pay. The Contractor shall provide equivalent base pay to employees under the first CR Task Order negotiated under this Master IDIQ Contract as compared to pay provided under the prior Fixed-Price Task Order for at least the first year of the term of the first CR Task Order.
  - (ii) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by North Wind Portage, Inc. Comparability of the total benefit package shall be determined by the Contracting Officer in his/her sole discretion.

Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements and applicable law.

- (2) Non-Incumbent Employees are new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after date of award. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.
- (3) Cash Compensation
  - (i) The Contractor shall submit the below information, as applicable, to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:
    - (A) Any proposed major compensation program design changes prior to implementation.
    - (B) Variable pay programs/incentives. If not already authorized under Appendix A of the contract, a justification shall be provided with proposed costs and impacts to budget, if any.
    - (C) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the Contracting Officer for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund:
      - (1) The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed 1.0 percent in total.
      - (2) The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
      - (3) Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.
      - (4) Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the Contracting Officer of planned increases and position to market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.
    - (D) If a Contractor does not meet the criteria included in (C) above, a CIP must be submitted to the Contracting Officer for an advance

determination of cost allowability. The CIP should include the following components and data:

- (1) Comparison of average pay to market average pay.
  - (2) Information regarding surveys used for comparison.
  - (3) Aging factors used for escalating survey data and supporting information.
  - (4) Projection of escalation in the market and supporting information.
  - (5) Information to support proposed structure adjustments, if any.
  - (6) Analysis to support special adjustments.
  - (7) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (i) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year. (ii) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year-end. (iii) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the Contracting Officer. (iv) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).
  - (8) A discussion of the impact of budget and business constraints on the CIP amount.
  - (9) Comparison of pay to relevant factors other than market average pay.
- (E) After receiving DOE CIP approval or if criteria in (d)(3)(i)(C) was met, contractors may make minor shifts of up to 10% of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.
- (F) Individual compensation actions for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel not included in the CIP. For those Key Personnel included in the CIP, DOE will approve salaries upon the initial contract award and when Key Personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously stated).
- (ii) The Contracting Officer's approval of individual compensation actions will be required only for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel as stated in (d)(3)(i)(F) above. The base salary reimbursement level for the top Contractor official establishes the maximum allowable base salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.

- (iii) Severance Pay is not payable to an employee under this Contract if the employee:
  - (A) Voluntarily separates, resigns or retires from employment,
  - (B) Is offered employment with a successor/replacement Contractor,
  - (C) Is offered employment with a parent or affiliated company, or
  - (D) Is discharged for cause.
- (iv) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.
- (e) Pension and Other Benefit Programs (Applies to CR Task Orders only, unless waived by the Contracting Officer in writing)
  - (1) No presumption of allowability will exist when the Contractor implements a new benefit plan, or makes changes to existing benefit plans that increase costs or are contrary to Departmental policy or written instruction or until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction.
  - (2) Cost reimbursement for employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
  - (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (i) and (ii) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (Ben-Val) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey Comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan which increases costs.
    - (i) The Ben-Val, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the Contracting Officer approved comparator companies. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post-retirement benefits other than pensions using external benchmarks

derived from nationally recognized and Contracting Officer approved survey sources and,

- (ii) An Employee Benefits Cost Study Comparison, annually for each benefit tier that analyzes the Contractor's employee benefits cost for employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.
  - (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived in writing by the Contracting Officer.
  - (5) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll, unless waived in writing by the Contracting Officer.
  - (6) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range or percent of payroll as approved by the Contracting Officer.
  - (7) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.
  - (8) Cost reimbursement for post-retirement benefits other than pensions (PRBs) is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.
  - (9) Each Contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the Contractor submission (see (g)(6) below for Pension Management Plan requirements).
  - (10) Each Contractor will respond to quarterly data calls issued through iBenefits, or its successor system.
- (f) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs (Applies to CR Task Orders only, unless waived by the Contracting Officer in writing)
- (1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.

- (2) Except for Commingled Plans in existence as of the effective date of the Contract, any pension plan maintained by the Contractor for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the Contracting Officer, Commingled Plans shall be converted to Separate Plans at the time of new contract award or the extension of a contract.
- (g) Basic Requirements (Applies to CR Task Orders only, unless waived by the Contracting Officer in writing)

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

- (1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.
- (2) Each Contractor defined benefit and defined contribution pension plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting officer. In years in which a limited scope audit is conducted, the Contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.

While there is no requirement to submit a full scope audit for defined contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.

- (3) For existing Commingled Plans, the Contractor shall maintain and provide annual separate accounting of DOE liabilities and assets as for a Separate Plan.
- (4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
- (5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.



- (6) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of the Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than January 31<sup>st</sup> of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues or concerns.
- (h) Reimbursement of Contractors for Contributions to Defined Benefit (DB) Pension Plans (Applies to CR Task Orders only, unless waived by the Contracting Officer in writing)
  - (1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the Employee Retirement Income Security Act (ERISA), as amended by the Pension Protection Act (PPA) of 2006 and any other subsequent amendments. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1<sup>st</sup> of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.
  - (2) Contractors that sponsor multi-employer DB pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer and will be considered on a case-by-case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1<sup>st</sup> of the calendar year. Final approval of funding will be communicated by the HCA when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

- (i) Reporting Requirements for Designated Contracts (Applies to CR Task Orders only, unless waived by the Contracting Officer in writing)

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the Contractor responsible for each designated pension plan funded by DOE but no later than the dates specified below:

- (1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.
- (2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
- (3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

- (j) Changes to Pension Plans (Applies to CR Task Orders only, unless waived by the Contracting Officer in writing)

At least sixty (60) days prior to the adoption of changes to a pension plan, the Contractor shall submit the information required below, to the Contracting Officer. The Contracting Officer must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:
  - (i) A copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout,
  - (ii) An analysis of the impact of any proposed changes on actuarial accrued liabilities and costs,
  - (iii) Except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans,
  - (iv) The Summary Plan Description, and
  - (v) Any such additional information as requested by the Contracting Officer.
- (2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval, as applicable (see (e)(1) above). The justification must:
  - (i) Demonstrate the effect of the plan changes on the contract net benefit value or per capita benefit costs,
  - (ii) Provide the dollar estimate of savings or costs, and
  - (iii) Provide the basis of determining the estimated savings or cost.

(k) Terminating Operations (Applies to CR Task Orders only, unless waived by the Contracting Officer in writing)

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

- (1) No further benefits for service shall accrue.
- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.
- (5) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(l) Terminating Plans (Applies to CR Task Orders only, unless waived by the Contracting Officer in writing)

- (1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
- (2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.
- (3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- (4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
- (5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

- (6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To effect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.
- (m) Special Programs (Applies to CR Task Orders only, unless waived by the Contracting Officer in writing)

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(n) Definitions

- (1) Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.
- (2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.
- (4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.
- (5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.

- (8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.
- (9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414(l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis.

#### **H.6 Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits (TAILORED)**

- (a) Service Credit. The Contractor shall provide pension and other benefit plans, to Incumbent Employees and all other employees hired by the Contractor and service credit for leave as set forth below:
  - (1) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in Section H clause entitled, *Definitions*, the Contractor shall carry over the length of service credit from the Incumbent Contractor for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law.
  - (2) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay may be subject to Section H clause DOE-H-2001 *Employee Compensation: Pay and Benefits (TAILORED)*.
- (b) Allowable Salary for Key Personnel: Upon request by the CO, the Contractor shall submit DOE Form 3220.5, "Application for Contractor Compensation Approval," or cost data to the CO for each key personnel position listed in the Contract for a determination of cost allowability or reasonableness for reimbursement/payment under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO.

#### **H.7 Workforce Transition: Plans and Timeframes (TAILORED)**

- (a) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan (WF Transition Plan) for CO approval, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Section clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*, and Section I clause DEAR 952.226-74, *Displaced Employee Hiring Preference*. The WF Transition Plan shall also detail the Contractor's plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:
  - (1) Within 10 days after Initial NTP, the Contractor shall:
    - (i) Provide the CO with a list of Contractor personnel who will be responsible for transitioning the employees of the Incumbent Contractor and for development of the

transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and the Section H clause entitled, *Labor Relations*, and contact information for the above personnel;

- (ii) Submit to the CO a description of any and all transition agreements that it intends to enter into with the Incumbent Contractor to ensure compliance with Section H clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*;
  - (iii) Establish and submit to the CO a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with their prospective employees, and any labor organizations representing those employees, regarding implementation of the requirements set forth in Section H clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*.
  - (iv) Submit to the Contracting Officer a description of the process for regularly obtaining updated information from the Incumbent Contractor regarding the Incumbent Employees throughout the Contract Transition Period.
- (2) Within 15 days after Initial NTP, the Contractor shall:
- (i) Submit to the CO copies of the draft WF Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Section H clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*, and with the requirements of the Section H clause entitled, *Labor Relations*, as applicable.
  - (ii) Establish and provide a copy to the CO of its final written communication plan regarding:
    - (A) Implementation of the hiring preferences in Section H clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*; and
    - (B) The communication process among DOE, site tenants, and, if applicable, labor organizations representing Incumbent Employees.
- (3) Within 30 days after Initial NTP, the Contractor shall provide to the CO a copy of the final WF Transition described in paragraph (A) above.
- (4) Within 60 days after Initial NTP, the Contractor shall provide to the CO copies of the final transition agreements described in paragraph (A)(1)(b) above.
- (5) The Contractor shall submit reports to the CO regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Section H clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance* in accordance with the timeframes set forth below. These reports shall include the following information: employee, hire date or anticipated hire dates, and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.
- (i) During the Contract Transition Period, such reports shall be provided to the CO on a weekly basis; or
  - (ii) On a less frequent basis, if requested by the CO.

- (6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the CO.

## **H.8 Labor Relations**

- (a) The Contractor shall respect the right of employees to: organize, form, join, or assist labor organizations; bargain collectively through their chosen labor representatives; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all of these activities, consistent with applicable laws.
- (b) Consistent with applicable labor laws and regulations, the Contractor shall recognize and bargain in good faith with the collective bargaining representative(s) of employees performing work that has previously been performed by represented employees and is covered by the scope of this Contract.
- (c) The Contractor shall submit its economic bargaining parameters to, and obtain the approval of, the Contracting Officer regarding allowability of the costs, and compliance with the terms and conditions of the contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the Contracting Officer before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the Contracting Officer. The preliminary approval of the Contracting Officer under this paragraph does not waive any other terms and conditions of the contract.
- (d) The Contractor shall seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships, consistent with the requirements of FAR Subpart 22.1, Basic Labor Policies and all applicable Federal and state labor relations laws.
- (e) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such collective bargaining agreements entered into during the Contract period of performance should, to the extent that the parties voluntarily agree, provide that grievances and disputes involving the interpretation or application of the collective bargaining agreement will be settled without resorting to strike, lockout, or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (e) in any subcontracts.
- (f) In addition to FAR 52.222-1, Notice to the Government of Labor Disputes, and other requirements in the contract, the Contractor shall immediately notify the Contracting Officer of labor relations issues, including, but not limited to, organizing efforts, unfair labor practice, picketing, labor arbitrations, National Labor Relations Board (NLRB) charges, legal or judicial proceedings, and settlement agreements, and will furnish such additional information as may be required from time to time by the Contracting Officer.
- (g) The Contractor shall immediately notify the Contracting Officer of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.

- (h) The Contractor shall provide the Contracting Officer a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.
- (i) The Contractor shall provide the Contracting Officer with a “Report of Settlement” after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations module (GCLR) of DOE’s iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages, pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications.
- (j) The Contractor shall provide to the Contracting Officer a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances. Within one day of receipt, the Contractor shall provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:
  - (1) A list of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;
  - (2) A brief description of issues regarding each grievance;
  - (3) If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed;
  - (4) If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.

## **H.9 Workforce Restructuring (Applies to CR Task Orders Only)**

- (a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.
- (b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site. The General Plan lays out how contractor workforce restructuring will be conducted at the applicable site in a manner that is consistent with DOE policy.

The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) of 100 or more if consistent with the following parameters: 1) in accordance with approved laboratory and contractor policies and contract requirements; 2) no enhanced benefits (severance or pension); 3) no backfilling or re-employment of employees for a one-year period after severance is paid; 4) business case submitted 5 business days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; and 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:



- (1) The separating employee is leaving voluntarily;
  - (2) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, or other short term program;
  - (3) The replacement results in a net reduction in headcount and costs of regular employees; and
  - (4) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.
- (c) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.
- (d) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (e), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.
- (e) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 10 business days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted just in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: <http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistantgeneral-counsel-labor-and-pension>.
- (f) Pay-in-lieu of notice beyond two work-weeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (e) above, and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.
- (g) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available on line at the website set forth in (e) above. Any deviation from the models must be approved by the Contracting Officer.
- (h) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the Contracting Officer and DOE or National Nuclear Security Administration (NNSA) site counsel, as applicable, prior to notification of employees selected for involuntary separation.

- (i) The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.
- (j) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.
- (k) Questions of cost allowability related to: (1) any SSVSPs for which the Contractor provides only notification, or (2) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.23171(f).

## **H.10 Labor Standards**

- (a) The Contracting Officer will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act (DBA)), the Service Contract Labor Standards (SCLS) statute (formerly known as the Service Contract Act of 1965 (SCA)), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the Contracting Officer for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), the Service Contract Labor Standards, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Wage Rate Requirements (Construction), Contractor shall maintain payroll records for a period of three years from completion of the Contract, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publication: WH-1231, Notice to Employees Working on Federal or Federally Assisted Construction Projects and/or WH-1313, Notice to Employees Working on Government Contracts.
- (c) For subcontracts determined to be subject to the Service Contract Labor Standards, the Contractor will prepare Standard Form 98 (e98), Notice of Intention to Make a Service Contract and Response Notice. This form is available on the Department of Labor website at: <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>. The form shall be submitted to the Contracting Officer.
- (d) In addition to any other requirements in the Contract, the Contractor shall as soon as possible notify

the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4,6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the Contracting Officer.

- (e) The Contractor shall prepare and submit, to the Contracting Officer, the *DBA Semi-Annual Enforcement Report*, Form OMB 1910-5165, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://ibenefits.energy.gov>) or its successor system.

#### **H.11 DOE-H-2003 Worker's Compensation Insurance (Oct 2014) (Applies to CR Task Orders Only, unless waived by the Contracting Officer in writing)**

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (d) The Contractor shall obtain approval from the Contracting Officer before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the Contracting Officer.

#### **H.12 DOE-H-2073 Risk Management and Insurance Programs (Dec 2014) (Revised) (Applies to CR Task Orders Only, unless waived by the Contracting Officer in writing)**

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

##### **(a) Basic Requirements**

- (1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the Contract. Types of insurance include automobile, general liability, and other third-party liability insurance. Other forms of coverage for which the Contractor seeks reimbursement must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE in advance of acquiring

such insurance.

- (2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR Subpart 950.70 entitled, *Nuclear Indemnification of DOE Contractors*).
- (3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR Section 28.307 entitled, *Insurance Under Cost Reimbursement Contracts*, FAR Subsection 31.205-19 entitled, *Insurance and Indemnification*, and Section I clause DEAR 952.231-71, *Insurance - Litigation and Claims*.
- (4) Demonstrate that the insurance program is being conducted in the Government's best interest and at a reasonable cost.
- (5) The Contractor shall submit copies of all insurance policies or insurance arrangements to the CO no later than 30 days after the purchase date.
- (6) When purchasing commercial insurance, the Contractor shall use a competitive process to ensure costs are reasonable.
- (7) Ensure self-insurance programs include the following elements:
  - (i) Compliance with criteria set forth in FAR Section 28.308 entitled, *Self-Insurance*. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention [SIR], such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance, and are subject to the approval and submission requirements of FAR 28.308, as applicable.
  - (ii) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
  - (iii) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
  - (iv) Accounting of self-insurance charges.
  - (v) Accrual of self-insurance reserve. The CO's approval is required and predicated upon the following:
    - (A) The claims reserve shall be held in a special fund or interest bearing account.
    - (B) Submission of a formal written statement to the CO stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
    - (C) Annual accounting and justification as to the reasonableness of the claims reserve submitted for CO review.
    - (D) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
- (8) Should the Contractor utilize a Letter of Credit or other financial instrument to guarantee self-insurance retention, any cost for interest paid by the Contractor relating to the instruments will be unallowable and omitted from charges to the DOE Contract.

- (9) Comply with the CO's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.
- (b) Plan Experience Reporting. The Contractor shall:
- (1) Provide the CO with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
    - (i) The amount paid for each claim.
    - (ii) The amount reserved for each claim.
    - (iii) The direct expenses related to each claim.
    - (iv) A summary for the plan year showing total number of claims.
    - (v) A total amount for claims paid.
    - (vi) A total amount reserved for claims.
    - (vii) The total amount of direct expenses.
  - (2) Provide the CO with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).
  - (3) Provide additional claim financial experience data, as may be requested, on a case-by-case basis.
- (c) Terminating Operations. The Contractor shall:
- (1) Ensure protection of the Government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
  - (2) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the CO.
  - (3) Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the Contractor shall retain this liability.
- (d) Successor Contractor or Insurance Policy Cancellation. The Contractor shall:
- (1) Obtain the written approval of the CO for any change in program direction; and
  - (2) Ensure insurance coverage replacement is maintained as required and/or approved by the CO.

## **DOE CORPORATE CLAUSES, OTHER THAN CHRM**

### **H.13 DOE-H-2014 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties (Oct 2014) (Revised)**

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's

performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this Contract.

- (b) Liability and responsibility for fines or penalties and associated costs arising from or related to violations of environmental requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses; and safety, health or quality requirements shall be borne by the party that caused the violation(s). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs permit application, manifest, reports or other required documents, is assessed a fine or penalty, is a permittee, or is named subject of an enforcement action.
- (c) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOV/NOAVs and fine and penalties. DOE may participate in all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraphs (a) and (b) above. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (d) The Contractor shall notify DOE promptly when it receives service from the regulators of NOV/NOAVs and fines and penalties.

#### **H.14 DOE-H-2016 Performance Guarantee Agreement (Oct 2014)**

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section J, Attachment J-4. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO.

#### **H.15 DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014) (Revised)**

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section J, Attachment J-4 entitled, "Performance Guarantee Agreement". The individual signing the Performance Guarantee Agreement for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues. The parent companies shall proactively support the Responsible Corporate Official to ensure adverse contract performance issues are avoided, identified, and/or resolved in a timely manner. The Responsible Corporate Official shall promptly notify the DOE Contracting Officer of the corrective actions (both taken and planned) to address the adverse contract performance.

Responsible Corporate Official: [Offeror Fill-In]

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the CO in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight. DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors: [Offeror Fill-In]

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Should any change occur to the Corporate Board of Directors, the majority interest, or their contact information during the period of the Contract, the Contractor shall promptly notify the CO in writing of the change.

The Responsible Corporate Official and Corporate Board of Directors shall be engaged and accountable for performance of the contract scope and the highest standard of business integrity through the Contractor's robust performance assurance system in accordance with DOE Order 226.1B *Implementation of Department of Energy Oversight Policy* and the Section H clause entitled, *Contractor Assurance System*. The Responsible Corporate Official through the Contractor shall submit to the Contracting Officer a quarterly report using appropriate corporate metrics for DOE review. The quarterly report shall be risk-informed and a credible self-assessment that includes individual project performance, technical solutions, as needed, and appropriate coverage of potentially high consequence activities under the contract, including work of subcontractors. The annual Contractor Performance Assessment Reporting System (CPARS) evaluation shall consider the execution of the requirements of this clause, including the Contractor's performance managing its subcontractors.

### H.16 DOE-H-2018 Privacy Act Systems of Records (Oct 2014) (Revised)

The Contractor shall adopt or recommend the amendment of the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause FAR 52.224-2, *Privacy Act*.

DOE Privacy Act System No.	DOE Privacy Act System Description
DOE-3	Employee Concerns Program Records
DOE-5	Personnel Records of Former Contractor Employees (Includes All Former Workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-14	Report of Compensation
DOE-18	Financial Accounting System
DOE-26	Official Travel Records
DOE-28	General Training Records
DOE-33	Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)
DOE-34	Employee Assistance Program (EAP) Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-41	Legal Files (Claims, Litigation, Criminal Violations, Patents, and Others)
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-63	Personal Identity Verification (PIV) Files
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the CO as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the CO immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the CO, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed-upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the Section I clause FAR 52.224-2,



*Privacy Act.* The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

Section I clauses FAR 52.224-1, *Privacy Act Notification*, and FAR 52.224-2, *Privacy Act*, are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this clause identifying system of record DOE-33, *Personnel Medical Records*, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

### **H.17 DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract Performance (Jul 2018)**

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause DEAR 970.5227-1, *Rights in Data- Facilities*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

### **H.18 DOE-H-2021 Work Stoppage and Shutdown Authorization (Oct 2014) (Revised)**

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO.
- (d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “Contractor Representatives” for “the CO” in all subcontracts.

#### **H.19 DOE-H-2033 Alternative Dispute Resolution (Oct 2014)**

- (a) DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with Section I clause FAR 52.233-1, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement.

Any opinions of the neutral party shall not be admissible as evidence in any subsequent litigation proceedings.

- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the CO, and the CO shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed-upon process.
- (d) ADR procedures may be used at any time that the CO has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a CO's final decision under Section I clause FAR 52.233-1, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the CO's final decision and does not constitute reconsideration of the final decision.
- (e) If the CO rejects the Contractor's request for ADR proceedings, the CO shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the CO's request to use ADR procedures, the Contractor shall provide the CO with the reasons for rejecting the request.

## **H.20 DOE-H-2034 Contractor Interface with Other Contractors and/or Government Employees (Oct 2014) (Revised)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or DOE-controlled site or facility. The Contractor shall cooperate fully with all other onsite DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the CO or a duly authorized representative. The Contractor shall not commit any act which will interfere with the performance of work by any other contractor or by a Government employee and seek CO direction if there is an unresolved conflict.

## **H.21 DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014) (Revised)**

Within 15 days after the NTP, the Contractor shall submit to the CO for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of Section I clause DEAR 952.209-72, *Organizational Conflicts of Interest*. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the Contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.

- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the CO for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

## **H.22 DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (Revised)**

- (a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance (POP) of this Contract it may become necessary for the DOE to transfer and assign existing or future DOE prime contracts in whole or in part supporting site work to this Contract. The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (b) Assignment and Transfer of this Prime Contract. During the POP of this Contract it may become necessary for the DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of existing subcontracts including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the CO in writing. This clause is required as a flow-down clause in all subcontracts.

## **H.23 DOE-H-2046 Diversity Program (Oct 2014)**

- (a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance shall be submitted to the CO for approval within 60 calendar days after the NTP. Once the diversity plan is

approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.

- (b) The diversity plan shall address, at a minimum, the Contractor's approach, to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:
  - (1) A statement of the Contractor's policies and practices; and
  - (2) Planned initiatives and activities that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's workforce; (2) educational outreach, including a mentor/protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.
- (c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-3 entitled, "List of Deliverables". This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the CO's approval.

#### **H.24 DOE-H-2048 Public Affairs – Contractor Releases of Information (Oct 2014)**

In implementation of Section I clause DEAR 952.204-75, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 14 calendar days prior to the planned issue date, submit a draft copy to the CO of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The CO will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

#### **H.25 DOE-H-2049 Insurance Requirements (Oct 2014) (Applies to FP Task Orders only)**

- (a) In accordance with Section I clauses FAR 52.228-5, *Insurance – Work on a Government Installation*; FAR 52.228-7, *Insurance – Liability to Third Persons*; or DEAR 952.231-71 – *Litigations and Claims*, as applicable, the following types and minimum amounts of insurance shall be maintained by the Contractor:
  - (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
  - (2) Employer's liability – \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
  - (3) Comprehensive bodily injury liability – \$500,000.
  - (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
  - (5) Comprehensive automobile bodily injury liability – \$200,000 per person and \$500,000 per occurrence.
  - (6) Comprehensive automobile property damage – \$20,000 per occurrence.

- (b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

**H.26 DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)**

The Contractor's Representations, Certifications, and Other Statements, dated [Offeror Fill-In] made in response to Solicitation No. [Offeror Fill-In] are hereby incorporated into the contract.

**H.27 DOE-H-2053 Worker Safety and Health Program in Accordance with 10 CFR 851 (Oct 2014)**

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, *Worker Safety and Health Program*, and any applicable DOE Directives incorporated into the Contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work, and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

### **H.28 DOE-H-2058 Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)**

- (a) The following subcontractors have been determined to be Teaming Subcontractors:

[Offeror Fill-In]

- (b) In the event that the Contractor plans either to award or use a new Teaming Subcontract or replace an existing, approved teaming subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.
- (c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved Teaming Subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new Teaming Subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new Teaming Subcontractor on future Task Orders.

### **H.29 DOE-H-2059 Preservation of Antiquities, Wildlife, and Land Areas (Oct 2014)**

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

### **H.30 DOE-H-2061 Change Order Accounting (Oct 2014)**

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for

the changes ordered by the CO or the matter is conclusively disposed of in accordance with the Disputes clause.

**H.31 DOE-H-2062 Personal Identity Verification of Contractor Personnel - Alternate I (Oct 2014) (Revised)**

- (a) Pursuant to Section I clause FAR 52.204-9, *Personal Identity Verification of Contractor Personnel*, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to Section H clause entitled, *Laws, Regulations and DOE Directives (TAILORED)*.

**H.32 DOE-H-2063 Confidentiality of Information (Oct 2014) (Revised)**

- (a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the CO.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to:
  - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
  - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
  - (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
  - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
  - (5) Information which is subject to release under applicable law.
- (c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the CO.
- (d) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the



agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.

- (e) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.
- (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

### **H.33 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (Oct 2014)**

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.
- (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
- (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified in Section J, Attachment J-1, in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

### **H.34 DOE-H-2068 Conference Management (Oct 2014)**

The Contractor agrees that:

- (a) The Contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- (b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015, entitled, *Updated Guidance on Conference-Related Activities and Spending*.
- (c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
  - (6) The Contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
    - (i) Covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or
    - (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
  - (7) The Contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- (d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- (e) The Contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
  - (1) Conference title, description, and date;
  - (2) Location and venue;
  - (3) Description of any unusual expenses (e.g., promotional items);
  - (4) Description of contracting procedures used (e.g., competition for space/support);
  - (5) Costs for space, food/beverages, audio visual, travel / per diem, registration costs, recovered costs (e.g., through exhibit fees); and
  - (6) Number of attendees.
- (f) The Contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the CO.
- (g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the CO.
  - (1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or

authorizes use of the official DOE seal, or other seals/logos/trademarks to promote a conference. Exceptions include instances where DOE:

- (i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or
  - (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space) or provides funding to the conference planners through Federal grants.
- (2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
- (3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- (h) For non-Contractor sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
- (1) Track all conference expenses; and
  - (2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- (i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.
- (j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

**H.35 DOE-H-2069 Payments for Domestic Extended Personnel Assignments (Oct 2014) (Revised)**

- (a) Definition. For purposes of this clause, “domestic extended personnel assignments” are defined as any assignment of contractor personnel to a domestic location different than (and more than 50 miles from) their permanent duty station for a period expected to exceed 30 consecutive calendar days.
- (b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:
- (1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:
    - (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days' lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

- (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at a rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at a reduced rate, not to exceed 55% of Federal per diem.
- (iii) Receipts are required to substantiate all lodging expenses and any other authorized expense greater than \$75.
- (2) The Government will not reimburse any costs associated with per diem (except for en route travel) unless the contractor employee maintains a residence at the permanent duty station.
- (3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three (3) years (except for the reimbursements described above during the last 30 days of the assignment).
- (4) If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three-year clock. For instance, if a contractor employee completes a two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two-year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.
- (5) The Government will not reimburse costs associated with salary premiums that exceed 10% of base salary.
- (6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

### H.36 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)

- (a) Pursuant to Section I clause DEAR 952.215-70, *Key Personnel*, the required key personnel for this Contract are identified below (Table H-1):

**Table H-1. Key Personnel**

Name	Position
[Offeror Fill-In]	Program Manager
[Offeror Fill-In]	Moab Operations/Site Manager
[Offeror Fill-In]	Crescent Junction Operations/Site Manager
[Offeror Fill-In] (as applicable)	[Offeror Fill-In] (as applicable)

In addition to the requirement for the CO's approval before removing, replacing, or diverting any of the listed key personnel, the CO's approval is also required for any change to the position assignment of a current key person.

- (1) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their

respective positions and their permanent duty station is located on the Moab UMTRA Project as stated on each position's letter of commitment. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.

- (2) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or the Contractor will be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated
  - (3) Approval of changes to key personnel is at the unilateral discretion of the CO.
- (b) Definitions. In addition to the definitions contained in the Section I clause DEAR 952.215-70, the following shall apply:
- (1) Key personnel are considered “managerial personnel” under Section I clause DEAR 952.231-71, *Insurance – Litigation and Claims*.
  - (2) For the purposes of this clause, “Changes to Key Personnel,” is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.
  - (3) For the purposes of this clause, “Beyond the Contractor’s Control,” is defined as an event for which the Contractor lacked legal authority or ability to prevent “Changes to Key Personnel.”
- (c) Contract fee reductions for changes to key personnel.

Any key person change according to the definition for “Changes to Key Personnel” above shall be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated.

- (1) Notwithstanding the approval by the CO, any time the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee under the Contract may be permanently reduced by \$50,000.00 for each and every such occurrence. A change to a key person “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.
- (2) Notwithstanding the approval by the CO, any time a key person other than the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee may be permanently reduced by \$25,000.00 for each and every such occurrence. A change to a key person, other than the Program Manager, “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.
- (3) The Contractor may request in writing that the CO consider waiving all or part of a reduction in earned fee. Such written request shall include the Contractor’s basis for the removal, replacement, or diversion of any key personnel. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction in earned fee.

### **H.37 DOE-H-2071 Department of Energy Directives (Oct 2014)**

- (a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-1.

- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.
- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the changes clauses in Section I of this contract.
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

#### **H.38 DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014)**

- (a) The Government will provide Government-owned and/or Government-leased motor vehicles for the Contractor's use in performance of this contract in accordance with Section I clauses FAR 52.245-1, *Government Property* and FAR 52.251-2, *Interagency Fleet Management System Vehicles and Related Services*.
- (b) The Contractor shall ensure that its employees use and operate Government-owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:
  - (1) Use vehicles only for official purposes and solely in the performance of the Contract.
  - (2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.
  - (3) Comply with Federal, state and local laws and regulations for the operation of motor vehicles.
  - (4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
  - (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
  - (6) Use seat belts while operating or riding in a Government vehicle.
  - (7) Do not use tobacco products while operating or riding in a Government vehicle.
  - (8) Do not provide transportation to strangers or hitchhikers.

- (9) Do not engage in “text messaging” while operating a Government vehicle, which includes those activities defined in Section I clause FAR 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.
- (10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.

(c) The Contractor shall:

- (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
- (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

(d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or Government-leased vehicles are to be provided for use by subcontractor employees.

### **H.39 DOE-H-2075 Prohibition on Funding For Certain Nondisclosure Agreements (Oct 2014)**

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this Contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling.”
- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

### **H.40 DOE-H-2076 Lobbying Restrictions (Nov 2018)**

In accordance with 18 U.S.C. § 1913, the Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or

appropriation matters pending before Congress. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### **H.41 DOE-H-2078 Multifactor Authentication for Information Systems**

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach" and its appendices as determined by the Contracting Officer.

#### **H.42 DOE-H-2080 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)**

- (a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.
- (c) Subcontracts.
  - (1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.
  - (2) The Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
  - (3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

#### **H.43 DOE-H-7003 Contractor Assurance System (Sep 2017) (Revised)**

- (a) The Contractor shall develop, execute, and maintain a contractor assurance system that is validated by the Responsible Corporate Official and Contractor's Board of Directors (or equivalent corporate oversight entity), and implemented throughout the Contractor's organization. This system provides reasonable assurance that the objectives of the contractor management systems are being accomplished and that the systems and controls will be effective and efficient. The contractor assurance system, at a minimum, shall include the following key attributes:
  - (1) A comprehensive description of the assurance system with processes, key activities, and accountabilities clearly identified.
  - (2) A method for verifying/ensuring effective assurance system processes. Third party audits, peer reviews, independent assessments, and external certification (such as VPP and ISO 9001 or ISO 14001) may be used.



- (3) Timely notification to the Contracting Officer of significant assurance system changes prior to the changes.
  - (4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of nationally recognized experts, and other independent reviews to assess and improve the Contractor's work processes and to carry out independent risk and vulnerability studies.
  - (5) Identification and correction of negative performance/compliance trends before they become significant issues.
  - (6) Integration of the assurance system with other management systems including Integrated Safety Management.
  - (7) Metrics and targets to assess performance, including benchmarking of key functional areas with other DOE contractors, industry and research institutions. Ensure development of metrics and targets that result in efficient and cost effective performance.
  - (8) Continuous feedback and performance improvement.
  - (9) An implementation plan (if needed) that considers and mitigates risks.
  - (10) Timely and appropriate communication to the Contracting Officer, including electronic access to assurance related information.
  - (11) The initial contractor assurance system description shall be approved by DOE.
- (b) Timely notification and DOE approval must be obtained for significant assurance system changes prior to the changes being made.

## **SPECIAL CLAUSES OTHER THAN CHRM OR DOE CORPORATE CLAUSES**

### **H.44 Task Ordering Procedure**

- (a) A Task Order may be issued under this Master IDIQ Contract for any work scope covered by Section C, Performance Work Statement. Task Orders may be issued as Fixed-Price or Cost-Reimbursement (CR).
- (b) All Task Orders shall be completed in accordance with the Master IDIQ Contract requirements, in addition to the requirements as stated within the Task Order. In the event of a conflict between the Task Order and the Contractor's Task Order proposal, the Task Order shall prevail.
- (c) Prior to issuing a Task Order, the CO will provide the Contractor with a Request for Task Order Proposal (RTP) including, at a minimum, the following:
  - (1) A Task Order PWS providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance, as well as identifying the objectives or results desired from the contemplated Task Order;
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;
  - (3) The solicitation provisions and requirements for the Contractor's Task Order proposal (see reference paragraph (f) below); and
  - (4) A response time for submitting the Task Order proposal.

- (d) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. All Task Order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.
- (e) If time constraints do not permit issuance of a fully defined Task Order in accordance with the procedures described in this clause, the CO may issue an undefinitized Task Order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date. This will only apply in exceptional circumstances, and the Contractor shall support the definitization schedule established by the Government.
- (f) The Contractor's Task Order Proposals shall include the following, as applicable to individual Task Orders:
  - (1) Discussion of the technical approach for performing the work;
  - (2) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;
  - (3) A fragnet of the detailed resource-loaded schedule for that Task Order's scope of work. The Contractor shall also provide a copy of the Integrated Master Schedule showing the inclusion of the proposed Task Order's scope of work identifying the logic ties and dependencies between already contracted Task Order scopes of work and the new Task Order work scope. This IMS copy forms the basis for the Baseline Change Request (BCR) or Baseline Change Proposal (BCP) upon Task Order award. Both the schedule fragnet and the IMS schedules submitted as part of the Task Order proposal must meet EVMS requirements (including required task order baseline submission representing the cost, schedule, and entire scope over the period of performance of the associated task);
  - (4) The Contractor shall submit Task Order proposals in accordance with FAR Part 15, Table 15-2 – Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. If the value of the Task Order Proposal does not exceed the threshold for certified cost or pricing data, the CO may require information other than cost or pricing data, including information related to prices and cost that would otherwise be defined as cost or pricing data if certified. Information other than cost or pricing data may be submitted in the Contractor's own format, unless the CO decides that use of a specific format is essential and the format has been described in the RTP. Additionally, the Contractor shall utilize the rates included in Attachment J-13, "IDIQ Labor Rate Schedule", for applicable labor categories;
  - (5) WBS Dictionary Sheets required to a WBS level to be determined post award by DOE (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number);
  - (6) Time-phased cost estimate at the WBS or Control Account level (to be determined by DOE);
  - (7) Basis of estimate at the WBS level or Control Account level (to be determined by DOE);
  - (8) Task Order proposals shall comply and be in accordance with FAR Part 31 – Contract Cost Principles and Procedures;
  - (9) Proposed deviations (if any) from the stated PWS requirements;
  - (10) Contractor's proposed fee or profit, which must adhere to the criteria within DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised); and
  - (11) Any other information required to determine the reasonableness of the Contractor's proposal.

- (g) The Contractor's Task Order proposal is subject to review and acceptance by the CO or his/her designee. The CO will either accept the terms and conditions of the Contractor's Task Order proposal or negotiate any areas of disagreement with the Contractor. After review and any necessary discussions, the CO may issue a Task Order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
  - (2) Contract number and Task Order number.
  - (3) PWS identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the work.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) The Price of the Task Order (that is, as applicable, the Firm-Fixed-Price, Cost-Plus-Award-Fee, Cost-Plus-Incentive-Fee, etc., as those terms are used in the Federal Acquisition Regulation, and/or the firm-fixed unit prices), and the Maximum dollar amount authorized (total Task Order value).
  - (6) Any other resources (e.g., travel, material, equipment, facilities) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) Accounting and appropriation data.
- (h) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within 2 business days after receipt.
- (i) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.

#### **H.45 Parent Organization Support**

- (a) For onsite work, fee generally provides adequate compensation for parent organization expenses incurred in the general management of this Contract. The general construct of this Contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the Contract work. DOE provides Government-owned facilities, property, and other needed resources.

Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, teaming subcontractors, and/or teaming partners, unless authorized by the CO in accordance with this clause.

- (b) The Contractor may propose, or DOE may require, parent organization support to:
- (1) Monitor safety and performance in the execution of Contract requirements;
  - (2) Ensure achievement of Contract environmental cleanup and closure commitments;
  - (3) Sustain excellence of Contract key personnel;
  - (4) Ensure effective internal processes and controls for disciplined Contract execution;
  - (5) Assess Contract performance and apply parent organization problem-solving resources on problem areas; and
  - (6) Provide other parent organization capabilities to facilitate Contract performance.

- (c) The CO may, with unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefit relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the CO.
- (d) If parent organization support is proposed by the Contractor or required by DOE, the Contractor shall submit for DOE review and approval, an annual Parent Organization Support Plan (POSP). The Contractor shall submit its initial POSP 30 days prior to:
  - (1) The end of the Contract Transition Period; or
  - (2) The commencement date of parent organization support proposed by the Contractor or required by the Government.

Any subsequent POSP shall be submitted 60 days prior to the start of each year of Contract performance.

#### **H.46 Subcontractor Timekeeping Records Signature Requirement (Applies to CR Task Orders only)**

The Contractor shall obtain timecards for all hourly subcontract employees, at all tiers, performing on non-fixed-price subcontracts. For purposes of this clause, non-fixed-price subcontracts are those of a type containing a cost reimbursable or variable component in them, which includes those contract types covered by FAR Subpart 16.3, Cost Reimbursement Contracts, FAR Section 16.405, Cost Reimbursement Incentive Contracts, and FAR Subpart 16.6, Time and Materials, Labor Hour, and Letter Contracts. Note that the requirements of this clause also pertain to Task Orders, tasks, and/or Contract Line Items Numbers from Indefinite Delivery (see FAR Subpart 16.5, Indefinite Delivery Contracts) and hybrid contracts that are of a type covered by the FAR citations in the prior sentence. The timecards must be obtained by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. The timecards must reflect actual hours worked, be signed by the subcontract employee and be certified by the subcontract employees' supervisor prior to the Contractor obtaining them. Subcontractors at all tiers performing work under non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of non-fixed-price subcontracts. The audit shall be conducted to unmodified Institute of Internal Auditors standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards (GAGAS), if conducted externally. This clause shall be flowed down to all non-fixed-price subcontracts at all tiers.

#### **H.47 Energy Employees Occupational Illness Compensation Program Act (EEOICPA)**

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The Contractor shall provide records in accordance with Section I Clause DEAR 970.5204-3, *Access to and Ownership of Records* in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

- (a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees;
- (b) Provide reports as directed by DOE, such as costs associated with EEOICPA;
- (c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE;
- (d) Locate, retrieve and provide a copy of any personnel and other program records as requested;

- (e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims or other related EEOICPA requests;
- (f) Ensure cost information is submitted to the DOE EEOICPA Point of Contact (POC) by the tenth of each month; and
- (g) Ensure all EEOICPA Claims received are completed and returned to DOE within 45 calendar days of the date entered in the Federal Compensation Program Act (FCPA) electronic reporting system.

#### **H.48 Environmental Compliance**

- (a) General. The Contractor is required to comply with permits, consent decrees, administrative orders, and settlement agreements between the DOE and federal and state regulatory agencies.
- (b) Environmental Permits. This clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.

- (1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract.

Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other site contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action. Whenever reasonably possible, all such materials shall be provided to DOE and other affected site contractors not later than 90 days prior to the date they are to be submitted to the regulatory agency. Any such schedule revision shall be effective only upon approval from the CO.

- (2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. Notification by the Contractor to DOE may be initially verbal with written documentation fully explaining the impact and the reason/rationale for the impact and possible consequences. Whenever reasonably possible all such materials shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency.
    - (3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and contractors affected by the permit.

- (c) **Permit Applications.** The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter timeframe. As soon as the Contractor is aware of any such special circumstance, the Contractor shall provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the CO.
- (d) **Copies, Technical Information.** The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor shall and DOE will provide to each other copies of all documentation, such as letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information and regulatory analysis required to support applications for revision of DOE or other Site contractor environmental permits when such regulatory analysis, applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other party access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. Unless specific text is required by the regulation or permit, the Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.
- (e) **Certifications.** The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.*

*Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

- (f) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines, and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.
- (g) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE's consideration requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this clause. Any such schedule revision shall be effective only upon written approval from the CO.

#### **H.49 Partnering**

The Contractor and the Government will establish a non-binding, signed Partnering Agreement for the cleanup of the Moab Site. The agreement will establish a common vision with supporting goals and objectives, and expectations of doing business together in a manner that brings the best value to the Government. Partnering between DOE and the Contractor shall be conducted in a manner similar to the DOD Integrated Product and Process Development (IPPD) framework. The IPPD technique simultaneously integrates all essential activities to facilitate meeting cost and performance objectives.

#### **H.50 Laws, Regulations, and DOE Directives**

- (a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Section J, Attachment J-1, List A, Applicable Federal, State and Local Regulations may be appended to this Contract for information purposes. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this Contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this Contract, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.
- (c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this Contract.
- (d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

#### **H.51 National Nuclear Security Administration/Environmental Management Strategic Sourcing Partnership**

The Contractor shall participate in the National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership. Under this partnership, EM contractors shall work

with the NNSA/EM Supply Chain Management Center to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and report efficiencies to reduce costs overall for the Government.

### **H.52 Legal Management**

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of contract award, the Contractor shall provide a Litigation Management Plan compliant with 10 CFR 719, *Contractor Legal Management Requirements*.
- (b) As required by the CO, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not limited to case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.
- (c) When evaluating requests for reimbursement or allowability of Contractor costs associated with defense and/or settlement of legal claims brought against the Contractor by a third party:
  - (1) DOE will not reimburse Contractor legal defense costs or damages incurred where a judgment is issued finding that the Contractor engaged in discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Equal Opportunity for Workers With Disabilities*.
  - (2) DOE will not reimburse the Contractor legal costs associated with a settlement agreement (including legal defense costs, settlement awards, or both) associated with legal claims brought against the Contractor by a third party relating to discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Affirmative Action for Workers with Disabilities*, where the CO determines that the plaintiff's claim(s) had more than very little likelihood of success on the merits. Where the plaintiff's claim had very little likelihood of success on the merits, the defense and settlement costs related to the claim are allowable if the costs are otherwise allowable under the Contract (e.g., reasonable, allocable).

### **H.53 Emergency Response**

- (a) The DOE Office of Environmental Management (EM) Manager or Contractor shall determine when an emergency situation may exist at Moab or Crescent Junction and notify the appropriate emergency response organization. In the event of an emergency, the DOE Manager of the affected site will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. Upon termination of the emergency event, the Contractor shall perform recovery actions as appropriate.
- (b) The Contractor shall include this clause in all subcontracts at any tier for work performed in support of the on-site work under this contract.

### **H.54 Department of Energy National Training Center**

The Contractor is encouraged to utilize the DOE National Training Center (NTC) training resources for occupational health, safety, safeguards, and security. NTC training is funded by DOE with no cost to the



Contractor. NTC course offerings, information on NTC site certification, enrollment, and contact information can be found at <https://ntc.doe.gov>.

NTC training should be considered common core fundamental material. The Contractor may need to provide gap training to address site specifics identified through its approved Integrated Safety Management Program and associated program plans required by existing DOE requirements. Gap training should not repeat fundamental training core content.

### **H.55 Management of Accountable Property**

Accountable personal property is any property item with an original unit acquisition cost of \$10,000 or more; or meeting the precious metals, sensitive, or high-risk personal property definitions. Accountable property records must be managed and maintained current in a property management system of record from inception to formal disposition and removal from DOE inventory.

### **H.56 Real Property Asset Management**

- (a) The Contractor shall comply with Departmental requirements and guidance involving the acquisition, management, maintenance, disposition, or disposal of real property assets to ensure that real property assets are available, utilized, and in a suitable condition to accomplish DOE's missions in a safe, secure, sustainable, and cost-effective manner. Contractors shall meet these functional requirements through tailoring their business processes and management practices, and using standard industry practices and standards as applicable. The Contractor shall flow down these requirements to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.
- (b) The Contractor shall:
  - (1) Submit all real estate actions to acquire, utilize, and dispose of real property assets to DOE for review and approval and maintain complete and current real estate records.
  - (2) Perform physical condition and functional utilization assessments on each real property asset at least once every five-year period or at another risk-based interval, as approved by EM-1, based on industry leading practices, voluntary consensus standards, and customary commercial practices.
  - (3) Establish a maintenance management program including a computerized maintenance management system; a condition assessment system; a master equipment list; maintenance service levels; a method to determine for each asset the minimum acceptable level of condition; methods for categorizing deficiencies as either deferred maintenance and repair or repair needs; management of the deferred maintenance and repair backlog; a method to prioritize maintenance work; and a mechanism to track direct and indirect funded expenditures for maintenance, repair, and renovation at the asset level.
  - (4) Maintain Facilities Information Management System (FIMS) data and records for all lands, buildings, trailers, and other structures and facilities. FIMS data must be current and must be verified annually.

### **H.57 Organizational Conflict of Interest – Affiliate(s)**

The prime contractor, [Offeror to insert name of Prime Contractor] comprised of [Offeror to insert names of partner companies], is responsible for the completion of all aspects of this contract. In order to effectively and satisfactorily execute its responsibility to manage and accomplish the contract work, the prime contractor must have complete objectivity in its oversight and management of its

subcontractors. Therefore, consistent with the principle contained in Federal Acquisition Regulation subpart 9.5 and specifically section 9.505(a), and notwithstanding any other provision of this Contract, the prime contractor is, absent prior written consent from the CO as provided herein, prohibited from entering into a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the CO's written consent prior to placing the subcontract.

For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

### **H.58 Information Technology and Cyber Security Requirements (TAILORED)**

In the performance of the information technology and cyber security requirements of this Contract, the Contractor is responsible for compliance with the following items, where applicable. Consistent with Section H clause entitled *Laws, Regulations, and DOE Directives*, omission of any applicable law or regulation from this list does not affect the obligation of the Contractor to comply with such law or regulation.

(a) Code of Federal Regulations (CFR):

- (1) 10 CFR 824 et seq., Procedures Rules for the Assessment of Civil Penalties for Classified Information Security Violations
- (2) 10 CFR 1004 et seq., Freedom of Information Act
- (3) 36 CFR Chapter XII, Subchapter B et seq., Records Management
- (4) 41 CFR 102 et seq., Federal Management Regulation

(b) United States Code (USC):

- (1) 5 USC 552a et seq., Privacy Act
- (2) 6 USC 1 et seq., Homeland Security Organization
- (3) 6 USC 6 et seq., Cybersecurity
- (4) 15 USC Chapter 100 et seq., Cybersecurity Research and Development
- (5) 17 USC 1 § 101 et seq., Subject Matter and Scope Of Copyright, Definitions
- (6) 18 USC 1030 et seq., Fraud and Related Activity in Connection with Computers
- (7) 18 USC Chapter 119 et seq., Wire and Electronic Communications Interception and Interception of Oral Communications
- (8) 18 USC Chapter 121 et seq., Stored Wire and Electronic Communications and Transactional Records Access
- (9) 29 USC 16, Subchapter V, 794 (d) et seq., Electronic and Information Technology
- (10) 31 USC § 501 et seq., Office of Management and Budget
- (11) 31 USC § 1101 et seq., The Budget and Fiscal, Budget, and Program Information; Definitions
- (12) 40 USC Subtitle III et seq., Information Technology Management
- (13) 41 USC Subtitle I, Division A, Chapter 1, Subchapter I, § 101 et seq., Federal Procurement Policy, Administrator
- (14) 44 USC 1 § 101 et seq., Joint Committee on Printing: Membership
- (15) 44 USC 21 et seq., National Archives and Records Administration
- (16) 44 USC 29 et seq., Records Management by the Archivist of the United States

- (17) 44 USC 31 et seq., Records Management by Federal Agencies
- (18) 44 USC 33 et seq., Disposal of Records
- (19) 44 USC 35 et seq., Coordination of Federal Information Policy
- (20) 44 USC 36 et seq., Management and Promotion of Electronic Government Services

(c) Executive Orders:

- (1) Executive Order 13984, Taking Additional Steps to Address the National Emergency With Respect to Significant Malicious Cyber-Enabled Activities
- (2) Executive Order 13971, Addressing the Threat Posed by Applications and Other Software Developed or Controlled by Chinese Companies
- (3) Executive Order 13960, Promoting the Use of Trustworthy Artificial Intelligence in the Federal Government
- (4) Executive Order 13943, Addressing the Threat Posed by WeChat, and Taking Additional Steps To Address the National Emergency With Respect to the Information and Communications Technology and Services Supply Chain
- (5) Executive Order 13942, Addressing the Threat Posed by TikTok, and Taking Additional Steps To Address the National Emergency With Respect to the Information and Communications Technology and Services Supply Chain
- (6) Executive Order 13873, Securing the Information and Communications Technology and Services Supply Chain
- (7) Executive Order 13870, America's Cybersecurity Workforce
- (8) Executive Order 13859, Maintaining American Leadership in Artificial Intelligence
- (9) Executive Order 13858, Strengthening Buy-American Preferences for Infrastructure Projects
- (10) Executive Order 13834, Efficient Federal Operations
- (11) Executive Order 13833, Enhancing the Effectiveness of Agency CIOs
- (12) Executive Order 13800, Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
- (13) Executive Order 13702, Creating a National Strategic Computing Initiative
- (14) Executive Order 13691, Promoting Private Sector Cybersecurity Information Sharing
- (15) Executive Order 13642, Making Open and Machine Readable the New Default for Government Information
- (16) Executive Order 13636, Improving Critical Infrastructure Cybersecurity
- (17) Executive Order 13589, Promoting Efficient Spending
- (18) Executive Order 13587, Structural Reforms To Improve the Security of Classified Networks and the Responsible Sharing and Safeguarding of Classified Information
- (19) Executive Order 13556, Controlled Unclassified Information
- (20) Executive Order 13526, Classified National Security Information
- (21) Executive Order 13231, Critical Infrastructure Protection in the Information Age
- (22) Executive Order 13218, 21st Century Workforce Initiative
- (23) Executive Order 13103, Computer Software Piracy
- (24) Executive Order 12958, Classified National Security Information E-Government

(d) Office of Management and Budget (OMB) Circulars/Memoranda:

- (1) OMB Circular A-11, Preparation, Submission, and Execution of the Budget
- (2) OMB Circular A-16, Coordination of Geographic Information, and Related Spatial Data Activities
- (3) OMB Circular A-130, Managing Federal Information as a Strategic Resource

- (4) OMB Memorandum M-21-07 Completing the Transition to Internet Protocol Version 6 (IPv6)
- (5) OMB Memorandum M-21-06, Guidance for Regulation of Artificial Intelligence Applications
- (6) OMB Memorandum M-21-05, Extension of Data Center Optimization Initiative (DCOI)
- (7) OMB Memorandum M-21-04, Modernizing Access to and Consent for Disclosure of Records Subject to the Privacy Act
- (8) OMB Memorandum M-21-02, Fiscal Year 2020-2021 Guidance on Federal Information Security and Privacy Management Requirements
- (9) OMB Memorandum M-20-32, Improving Vulnerability Identification, Management, and Remediation
- (10) OMB Memorandum M-20-29, Research and Development Budget Priorities and Cross-cutting Actions
- (11) OMB Memorandum M-20-19, Harnessing Technology to Support Mission Continuity
- (12) OMB Memorandum M-19-26, Update to the Trusted Internet Connections (TIC) Initiative
- (13) OMB Memorandum M-19-21, Transition of Electronic Records
- (14) OMB Memorandum M-19-19, Update to Data Center Optimization Initiative
- (15) OMB Memorandum M-19-18, Federal Data Strategy – A Framework for Consistency
- (16) OMB Memorandum M-19-17, Enabling Mission Delivery through Improved Identity, Credential, and Access Management
- (17) OMB Memorandum M-19-16, Centralized Mission Support Capabilities for the Federal Government
- (18) OMB Memorandum M-19-10, Guidance for Achieving Interoperability with the National Freedom of Information Act (FOIA) Portal on FOIA.gov
- (19) OMB Memorandum M-19-03, Strengthening the Cybersecurity of Federal Agencies by enhancing the High Value Asset Program
- (20) OMB Memorandum M-18-12, Implementation of the Modernizing Government Technology Act
- (21) OMB Memorandum M-17-25, Reporting Guidance for Executive Order on Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
- (22) OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information
- (23) OMB Memorandum M-17-06, Policies for Federal Agency Public Websites and Digital Services
- (24) OMB Memorandum M-17-04, Additional Guidance for Data Act Implementation: Further Requirements For Reporting And Assuring Data Reliability
- (25) OMB Memorandum M-16-21, Federal Source Code Policy: Achieving Efficiency, Transparency, and Innovation through Reusable and Open Source Software
- (26) OMB Memorandum M-16-20, Category Management Policy 16-3: Improving the Acquisition and Management of Common Information Technology: Mobile Devices and Services
- (27) OMB Memorandum M-16-17, OMB Circular No. A-123, Management’s Responsibility for Enterprise Risk Management and Internal Control
- (28) OMB Memorandum M-16-16, 2016 Agency Open Government Plans
- (29) OMB Memorandum M-16-15, Federal Cybersecurity Workforce Strategy
- (30) OMB Memorandum M-16-14, Category Management Policy 16-2: Providing Comprehensive Identity Protection Services, Identity Monitoring, and Data Breach Response
- (31) OMB Memorandum M-16-12, Category Management Policy 16-1: Improving the Acquisition and Management of Common Information Technology: Software Licensing
- (32) OMB Memorandum M-16-04, Cybersecurity Strategy and Implementation Plan (CSIP) for the Federal Civilian Government
- (33) OMB Memorandum M-16-02, Category Management Policy 15-1: Improving the Acquisition and Management of Common Information Technology: Laptops and Desktops

- (34) OMB Memorandum M-15-14, Management and Oversight of Federal Information Technology
- (35) OMB Memorandum M-15-13, Policy to Require Secure Connections across Federal Websites and Web Services
- (36) OMB Memorandum M-15-12, Increasing Transparency of Federal Spending by Making Federal Spending Data Accessible, Searchable, and Reliable
- (37) OMB Memorandum M-13-13, Open Data Policy – Managing Information as an Asset
- (38) OMB Memorandum M-13-10, Antideficiency Act Implications of Certain Online Terms of Service Agreements
- (39) OMB Memorandum M-12-21, Addendum to OMB Memorandum M-98-13 on Federal Use of Energy Savings Performance Contracts (ESPCs) and Utility Energy Service Contracts (UESCs)
- (40) OMB Memorandum M-12-10, Implementing PortfolioStat
- (41) OMB Memorandum M-11-03, Issuance of OMB Circular A-16 Supplemental Guidance
- (42) OMB Memorandum M-10-27, Information Technology Investment Baseline Management Policy
- (43) OMB Memorandum M-10-26, Immediate Review of Financial Systems IT Projects
- (44) OMB Memorandum M-10-23, Guidance for Agency Use of Third-Party Websites and Applications
- (45) OMB Memorandum M-10-22, Guidance for Online Use of Web Measurement and Customization Technologies
- (46) OMB Memorandum M-10-10, Federal Agency Coordination on Health Information Technology (HIT)
- (47) OMB Memorandum M-10-06, Open Government Directive
- (48) OMB Memorandum M-08-23, Securing the Federal Government’s Domain Name System Infrastructure
- (49) OMB Memorandum M-08-22, Guidance on the Federal Desktop Core Configuration (FDCC)
- (50) OMB Memorandum M-08-15, Tools Available for Implementing Electronic Records Management
- (51) OMB Memorandum M-07-13, Implementation of the OMB Bulletin on Good Guidance Practices and Executive Order 13422 (amending Executive Order 12866)
- (52) OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
- (53) OMB Memorandum M-05-23, Improving Information Technology (IT) Project Planning and Execution
- (54) OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6)
- (55) OMB Memorandum M-04-26, Personal Use Policies and “File Sharing” Technology
- (56) OMB Memorandum M-04-24, Expanded Electronic Government (E-Gov) President’s Management Agenda (PMA) Scorecard Cost, Schedule and Performance Standard for Success
- (57) OMB Memorandum M-04-19, Information Technology (IT) Project Manager (PM) Qualification Guidance
- (58) OMB Memorandum M-04-16, Software Acquisition
- (59) OMB Memorandum M-04-15, Development of Homeland Security Presidential Directive (HSPD) – 7 Critical Infrastructure Protection Plans to Protect Federal Critical Infrastructures and Key Resources
- (60) OMB Memorandum M-04-08, Maximizing Use of SmartBuy and Avoiding Duplication of Agency Activities with the President’s 24 E-Gov Initiatives
- (61) OMB Memorandum M-04-04, E-Authentication Guidance

- (62) OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002
  - (63) OMB Memorandum M-03-18, Implementation Guidance for the E-Government Act of 2002
  - (64) OMB Memorandum M-03-17, Program Assessment Rating Tool (PART) Update
  - (65) OMB Memorandum M-03-04, Determination Orders Organizing the Department of Homeland Security
  - (66) OMB Memorandum M-02-15, Revision of OMB Circular A-16
  - (67) OMB FedRAMP Memorandum, Security Authorization of Information Systems in Cloud Computing Environments
  - (68) OMB Memorandum M-02-09, Reporting Instructions for the Government Information Security Reform Act and Updated Guidance on Security Plans of Action and Milestones
  - (69) OMB Memorandum M-02-01, Guidance for Preparing and Submitting Security Plans of Action and Milestones
  - (70) OMB Memorandum M-01-05, Guidance on Inter-Agency Sharing of Personal Data – Protecting Personal Privacy
  - (71) OMB Memorandum M-00-15, Guidance on Implementation of the Electronic Signatures in Global and National Commerce Act (E-SIGN)
  - (72) OMB Memorandum M-00-10, OMB Procedures and Guidance on Implementing the Government Paperwork Elimination Act
  - (73) OMB Memorandum M-00-07, Incorporating and Funding Security in Information Systems Investments
  - (74) OMB Memorandum M-99-18, Privacy Policies on Federal Web Sites
  - (75) OMB Memorandum M-99-05, Instructions on Complying with President’s Memorandum of May 14, 1998, “Privacy and Personal Information in Federal Records”
  - (76) OMB Memorandum M-98-13, Federal Use of Energy Savings Performance Contracting
  - (77) OMB Memorandum M-98-09, Updated Guidance on Developing a Handbook for Individuals Seeking Access of Public Information
  - (78) OMB Memorandum M-98-04, Annual Performance Plans Required by the Government Performance and Results Act (GPRA)
  - (79) OMB Memorandum M-97-09, Interagency Support for Information Technology
  - (80) OMB Memorandum M-97-07, Multiagency Contracts Under the Information Technology Management Reform Act of 1996
  - (81) OMB Memorandum M-97-02, Funding Information Systems Investments
  - (82) OMB Memorandum M-96-20, Implementation of the Information Technology Management Reform Act of 1996
- (e) Department of Homeland Security (DHS) Emergency and Binding Operational Directives
- (1) DHS ED 21-01, Mitigate SolarWinds Orion Code Compromise
  - (2) DHS ED 20-04, Mitigate Netlogon Elevation of Privilege Vulnerability from August 2020 Patch Tuesday
  - (3) DHS ED 20-03, Mitigate Windows DNS Server Vulnerability from July 2020 Patch Tuesday
  - (4) DHS ED 20-02, Mitigate Windows Vulnerabilities from January 2020 Patch Tuesday
  - (5) DHS ED 19-01, Mitigate DNS Infrastructure Tampering
  - (6) DHS BOD 20-01, Develop and Publish a Vulnerability Disclosure Policy
  - (7) DHS BOD 19-02, Vulnerability Remediation Requirements for Internet Accessible Systems
  - (8) DHS BOD 18-02, Securing High Value Assets
  - (9) DHS BOD 18-01, Enhance Email and Web Security

- (10) DHS BOD 17-01, Removal of Kaspersky branded Products
- (11) DHS BOD 16-03, 2016 Agency Cybersecurity Reporting Requirements
- (12) DHS BOD 16-02, Threat to Network Infrastructure Devices

(f) Secretarial Memoranda

- (1) EXEC-2019-003477, Release of DOE Order 205.1C, Department of Energy Cybersecurity Program
- (2) EXEC-2018-004906, Integrated Joint Cybersecurity Coordination Center
- (3) EXEC-2018-001779, Data Center Optimization Initiative (DCOI) Inventory
- (4) EXEC-2016-003721, Information Technology Management Reforms
- (5) DOE Cyber Data Sharing Implementation Requirements

## **Part II – Contract Clauses**

### **Section I**

#### **Contract Clauses**



## I.1 FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<https://www.acquisition.gov/?q=browsefar>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

## I.2 FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**Table I-1. Clauses**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.3	52.202-1	Definitions (Jun 2020)	
I.4	52.203-3	Gratuities (Apr 1984)	
I.5	52.203-5	Covenant Against Contingent Fees (May 2014)	
I.6	52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
I.7	52.203-7	Anti-Kickback Procedures (Jun 2020)	
I.8	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
I.9	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)	
I.11	52.203-13	Contractor Code of Business Ethics and Conduct (Jun 2020)	
I.12	52.203-14	Display of Hotline Poster(s) (Jun 2020)	(b)(3) DOE Office of Inspector General <a href="#">Hotline Poster</a>
I.13	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)	
I.14	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
I.15	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
I.16	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.17	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	
I.18	52.204-13	System for Award Management Maintenance (Oct 2018)	
I.19	52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (Oct 2016)	
I.20	52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
I.21	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	

**Table I-1. Clauses**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.22	52.204-21 Full Text Below	Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)	
I.23	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)	
I.24	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)	
I.25	52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Jun 2020)	
I.26	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
I.27	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)	
I.28	52.210-1	Market Research (Jun 2020)	
I.29	52.215-2	Audit and Records—Negotiation ( Jun 2020)	
I.30	52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)	
I.31	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)	
I.32	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Jun 2020)	
I.33	52.215-12	Subcontractor Certified Cost or Pricing Data (Jun 2020)	
I.34	52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (Jun 2020)	
I.35	52.215-14	Integrity of Unit Prices (Jun 2020) – Alt I (Oct 1997)	
I.36	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.37	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.	
I.38	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	
I.39	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.40	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Jun 2020) – Alt III (Oct 1997)	(c) Microsoft Excel®, as requested by the Contracting Officer.
I.41	52.215-23	Limitations on Pass-Through Charges (Jun 2020) (Applies to CR Task Orders only)	
I.42	52.216-7	Allowable Cost and Payment (Aug 2018), as modified by DEAR 952.216-7 (Applies to CR Task Orders only)	(a)(3) 30th
I.43	52.216-8	Fixed Fee (Jun 2011) (Applies to CR Task Orders only)	
I.44	52.216-10	Incentive Fee (Jun 2011) (Applies to CR Task Orders only)	(e)(1) 30, 30, 15, zero
I.45	52.216-11	Cost Contract-No Fee (Apr 1984) (Applies to CR Task Orders without fee only)	
I.46	52.216-18 Full Text Below	Ordering (Aug 2020)	(a) from effective date of contract award through the end of the total contract ordering period

**Table I-1. Clauses**

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information; See FAR 52.104(d)</b>
I.47	52.216-19 Full Text Below	Order Limitations (Oct 1995)	(a) \$1,000.00 (b)(1) \$613,900,000.00 (b)(2) \$613,900,000.00 (b)(3) 365 (d) 5
I.48	52.216-22 Full Text Below	Indefinite Quantity (Oct 1995)	(d) 5 years beyond the expiration date of the contract ordering period
I.49	52.217-8	Option to Extend Services (Nov 1999)	any time prior to the expiration of the Task Order, as applicable
I.50	52.217-9 Full Text Below	Option to Extend the Term of the Contract (Mar 2000) (Applies to Task Orders with an option(s) only)	(a) TBD on Task Order level; TBD on Task Order level (c) TBD on Task Order level
I.51	52.219-6	Notice of Total Small Business Set-Aside (Nov 2020)	
I.52	52.219-8	Utilization of Small Business Concerns (Oct 2018)	
I.53	52.219-14	Limitations on Subcontracting (Mar 2020)	(d)(1) By the end of the base term of the contract and then by the end of each subsequent option period. (d)(2) is N/A
I.54	52.219-28	Post-Award Small Business Program Re-representation (Nov 2020)	(h) <u>[Contractor Fill-In after award]</u>
I.55	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
I.56	52.222-2	Payment for Overtime Premiums (Jul 1990) (Applies to non-CPIF CR Task Orders only)	(a) zero
I.57	52.222-3	Convict Labor (Jun 2003)	
I.58	52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation (May 2018)	
I.59	52.222-6	Construction Wage Rate Requirements (Aug 2018) (Applies to construction work only)	
I.60	52.222-7	Withholding of Funds (May 2014) (Applies to construction work only)	
I.61	52.222-8	Payrolls and Basic Records (Aug 2018) (Applies to construction work only)	
I.62	52.222-9	Apprentices and Trainees (Jul 2005) (Applies to construction work only)	
I.63	52.222-10	Compliance with Copeland Act Requirements (Feb 1988) (Applies to construction work only)	
I.64	52.222-11	Subcontracts (Labor Standards) (May 2014) (Applies to construction work only)	
I.65	52.222-12	Contract Termination—Debarment (May 2014) (Applies to construction work only)	

**Table I-1. Clauses**

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information; See FAR 52.104(d)</b>
I.66	52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014) (Applies to construction work only)	
I.67	52.222-14	Disputes Concerning Labor Standards (Feb 1988) (Applies to construction work only)	
I.68	52.222-15	Certification of Eligibility (May 2014) (Applies to construction work only)	
I.69	52.222-16	Approval of Wage Rates (May 2014) (Applies to CR construction work only)	
I.70	52.222-19	Child Labor – Cooperation with Authorities and Remedies (Jan 2020)	
I.71	52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 ( Jun 2020)	
I.72	52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
I.73	52.222-26	Equal Opportunity (Sep 2016)	
I.74	52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015) (Applies to construction work only)	
I.75	52.222-30	Construction Wage Rate Requirements—Price Adjustment (None or Separately Specified Method) (Aug 2018) (Applies to construction work only)	
I.76	52.222-32	Construction Wage Rate Requirements – Price Adjustment (Actual Method) (Aug 2018) (Applies to FP Task Orders only)	
I.77	52.222-34	Project Labor Agreement (May 2010) (Applies to construction or D&D/DDR work only)	
I.78	52.222-35 Full Text Below	Equal Opportunity for Veterans ( Jun 2020)	
I.79	52.222-36 Full Text Below	Equal Opportunity for Workers With Disabilities ( Jun 2020)	
I.80	52.222-37	Employment Reports on Veterans (Jun 2020)	
I.81	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
I.82	52.222-41	Service Contract Labor Standards (Aug 2018)	
I.83	52.222-42 Full Text Below	Statement of Equivalent Rates for Federal Hires (May 2014)	See full text below
I.84	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts) (Aug 2018) (Applies to Task Orders with Option line items only)	
I.85	52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014)	
I.86	52.222-50	Combating Trafficking in Persons (Oct 2020)	
I.87	52.222-54	Employment Eligibility Verification (Oct 2015)	
I.88	52.222-55	Minimum Wages Under Executive Order 13658 (Nov 2020)	
I.89	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)	
I.90	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)	
I.91	52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alt I (Jul 1995)	(b) <u>[Offeror Fill-In]</u>

**Table I-1. Clauses**

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information; See FAR 52.104(d)</b>
I.92	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011) – Alt I (May 2011)	
I.93	52.223-6	Drug-Free Workplace (May 2001)	
I.94	52.223-7	Notice of Radioactive Materials (JAN 1997)	(a) 15 calendar
I.95	52.223-9 Full Text Below	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)	(b)(2) the Contracting Officer
I.96	52.223-10	Waste Reduction Program (May 2011)	
I.97	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016)	
I.98	52.223-13	Acquisition of EPEAT® – Registered Imaging Equipment (Jun 2014)	
I.99	52.223-14	Acquisition of EPEAT® – Registered Televisions (Jun 2014)	
I.100	52.223-15	Energy Efficiency in Energy-Consuming Products (May 2020)	
I.101	52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)	
I.102	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)	
I.103	52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving (Jun 2020)	
I.104	52.223-19	Compliance with Environmental Management Systems (May 2011)	
I.105	52.223-20	Aerosols (Jun 2016)	
I.106	52.223-21	Foams (Jun 2016)	
I.107	52.224-1	Privacy Act Notification (Apr 1984)	
I.108	52.224-2	Privacy Act (Apr 1984)	
I.109	52.224-3	Privacy Act Training (Jan 2017)	
I.110	52.225-1	Buy American – Supplies (May 2014)	
I.111	52.225-8	Duty-Free Entry (Oct 2010)	
I.112	52.225-9 Full Text Below	Buy American – Construction Materials (May 2014)	(b)(2) None
I.113	52.225-11 Full Text Below	Buy American – Construction Materials Under Trade Agreements (DOE DEVIATION) (Oct 2019)	(b)(3) None
I.114	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	
I.115	52.227-1	Authorization and Consent (Jun 2020)	
I.116	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
I.117	52.227-3	Patent Indemnity (Apr 1984) – Alt I (Apr 1984) (Alt I applies only if explicitly incorporated into the Task Order and filled in by the Contracting Officer)	
I.118	52.227-4	Patent Indemnity—Construction Contracts (Dec 2007) (Applies to construction work, or FP D&D/DDR, Task Orders only) – Alt I (Dec 2007) (Alt I applies only if explicitly incorporated into the Task Order and filled in by the Contracting Officer)	
I.119	52.227-9	Refund of Royalties (Apr 1984)	

**Table I-1. Clauses**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.120	52.227-14	Rights in Data – General (May 2014) – Alt I (Dec 2007) (as modified by DEAR 927.409) – Alt II (Dec 2007) – Alt III (Dec 2007) – Alt V (Dec 2007) (as modified by DEAR 927.409)	Alt II (g)(3): (1) Use (except for manufacture) by support service contractors; (2) Evaluation by nongovernment evaluators; (3) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part; (4) Emergency repair or overhaul work.
I.121	52.227-16	Additional Data Requirements (Jun 1987)	
I.122	52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	[Offeror Fill-In]
I.123	52.228-5	Insurance – Work On A Government Installation (Jan 1997) (Applies to FP Task Orders only)	
I.124	52.228-7	Insurance—Liability to Third Persons (Mar 1996) (Applies to CR Task Orders only)	
I.125	52.228-11	Pledges of Assets (Aug 2018) (Applies only if FAR 52.228-13 or FAR 52.228-16 are included in the Task Order)	
I.126	52.228-13	Alternative Payment Protections (Jul 2000) (Applies to construction work only)	(a) [To be determined IAW FAR 28.102-1 on a Task Order basis] (c) 5 business days of Task Order award
I.127	52.228-16	Performance and Payment Bonds—Other than Construction (Nov 2006) (Applies to D&D/DDR of the Atlas Building only)	(b) 100%; 100% (c) 10 business days of Task Order award
I.128	52.229-3	Federal, State, and Local Taxes (Feb 2013)	
I.129	52.232-1	Payments (Apr 1984) (Applies to FP Task Orders only)	
I.130	52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts (APR 1984)	
I.131	52.232-5	Payments under Fixed-Price Construction Contracts (May 2014) (Applies to FP Construction Task Orders only)	
I.132	52.232-8	Discounts for Prompt Payment (Feb 2002)	
I.133	52.232-9	Limitation on Withholding of Payments (Apr 1984)	
I.134	52.232-11	Extras (Apr 1984) (Applies to FP Task Orders only)	
I.135	52.232-17	Interest (May 2014)	
I.136	52.232-18	Availability of Funds (Apr 1984)	
I.137	52.232-20	Limitation of Cost (Apr 1984) (Applies to CR Task Orders only)	
I.138	52.232-22	Limitation of Funds (Apr 1984) (Applies to CR Task Orders only)	
I.139	52.232-23	Assignment of Claims (May 2014)	

**Table I-1. Clauses**

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information; See FAR 52.104(d)</b>
I.140	52.232-25	Prompt Payment (Jan 2017) – Alt I (Feb 2002) (Alternate I applies to CR Task Orders only)	
I.141	52.232-27	Prompt Payment for Construction Contracts (Jan 2017) (Applies to construction work only)	
I.142	52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Oct 2018)	
I.143	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
I.144	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
I.145	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)	
I.146	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985)	
I.147	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
I.148	52.234-4	Earned Value Management System (Nov 2016)	(g) TBD on Task Order basis
I.149	52.236-2	Differing Site Conditions (Apr 1984) (Applies to FP construction or D&D/DDR work only)	
I.150	52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984) (Applies to FP construction or D&D/DDR work only)	
I.151	52.236-5	Material and Workmanship (Apr 1984) (Applies to construction work only)	
I.152	52.236-6	Superintendence by the Contractor (Apr 1984) (Applies to FP construction or D&D/DDR work only)	
I.153	52.236-7	Permits and Responsibilities (Nov 1991) (Applies to construction work, or FP D&D/DDR work, only)	
I.154	52.236-8	Other Contracts (Apr 1984) (Applies to FP construction or D&D/DDR work only)	
I.155	52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (Applies to FP construction or D&D/DDR work only)	
I.156	52.236-10	Operations and Storage Areas (Apr 1984) (Applies to FP construction or D&D/DDR work only)	
I.157	52.236-11	Use and Possession Prior to Completion (Apr 1984) (Applies to FP construction work only)	
I.158	52.236-12	Cleaning Up (Apr 1984) (Applies to FP construction or D&D/DDR work only)	
I.159	52.236-13	Accident Prevention (Nov 1991) – Alt I (Nov 1991) (Applies to FP construction or D&D/DDR work only)	
I.160	52.236-14	Availability and Use of Utility Services (Apr 1984) (Applies to FP construction or D&D/DDR work only)	
I.161	52.236-15	Schedules for Construction Contracts (Apr 1984) (Applies to FP construction work only)	
I.162	52.236-17	Layout of Work (Apr 1984) (Applies to FP construction work only)	
I.163	52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts (Apr 1984) (Applies to CR construction work only)	
I.164	52.236-19	Organization and Direction of the Work (Apr 1984) (Applies to CR construction work only)	



**Table I-1. Clauses**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.165	52.236-21	Specifications and Drawings for Construction (Feb 1997) - Alt I (Apr 1984) or Alt II (Apr 1984), as appropriate (Applies to FP construction or D&D/DDR work only)	<u>[Fill-In for Alt II to be completed by Contracting Officer prior to issuance of any applicable Task Orders]</u>
I.166	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) (Applies to CR construction work only)	
I.167	52.237-3	Continuity of Services (Jan 1991)	
I.168	52.239-1	Privacy or Security Safeguards (Aug 1996)	
I.169	52.242-1	Notice of Intent to Disallow Costs (Apr 1984) (Applies to CR Task Orders only)	
I.170	52.242-3	Penalties for Unallowable Costs (May 2014) (Applies to CR Task Orders only)	
I.171	52.242-4	Certification of Final Indirect Costs (Jan 1997) (Applies to CR Task Orders only)	
I.171	52.242-13	Bankruptcy (Jul 1995)	
I.172	52.243-1	Changes – Fixed Price Alt II (Apr 1984) (Applies to FP Task Orders only) – Alt IV (Apr 1984) (Applies to transportation services under FP Task Orders only)	
I.173	52.243-2	Changes – Cost-Reimbursement Alt II (Apr 1984) (Applies to CR Task Orders only) – Alt III (Apr 1984) (Applies to CR construction work only)	
I.174	52.243-4	Changes (Jun 2007) (Applies to D&D/DDR work, or FP construction work, only)	
I.175	52.243-6	Change Order Accounting (Apr 1984)	
I.176	52.243-7	Notification of Changes (Jan 2017)	
I.177	52.244-2	Subcontracts (Jun 2020) (Applies to FP Task Orders only), Alt I (Jun 2020) (Applies to CR Task Orders only)	(d) The DOE Contracting Officer will issue within 30 days from award a letter to the Contractor setting thresholds for consent to subcontract for all subcontract types; (j) <u>[Contracting Officer Fill-In at Award]</u>
I.178	52.244-5	Competition in Subcontracting (Dec 1996)	
I.179	52.244-6	Subcontracts for Commercial Items (Nov 2020)	
I.180	52.245-1	Government Property (Jan 2017)	
I.181	52.245-9	Use and Charges (Apr 2012)	
I.182	52.246-25	Limitation of Liability—Services (Feb 1997)	
I.183	52.246-26	Reporting Nonconforming Items (Jun 2020)	



**Table I-1. Clauses**

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information; See FAR 52.104(d)</b>
I.184	52.247-1	Commercial Bill of Lading Notations (Feb 2006) (Applies to CR Task Orders only)	(a) Department of Energy (b) Department of Energy Contract No. [Contracting Officer Fill-In at Award]; [Contracting Officer fill in name, title, agency, address, and phone number at award]
I.185	52.247-2	Permits, Authorities, or Franchises (Jan 1997)	
I.186	52.247-8	Estimated Weights or Quantities Not Guaranteed (Apr 1984)	
I.187	52.247-10	Net Weight – General Freight (Apr 1984)	
I.188	52.247-12	Supervision, Labor, or Materials (Apr 1984)	
I.189	52.247-16	Contractor Responsibility for Returning Undelivered Freight (Apr 1984)	
I.190	52.247-17	Charges (Apr 1984)	
I.191	52.247-21	Contractor Liability for Personal Injury and/or Property Damage (Apr 1984)	
I.192	52.247-25	Government-Furnished Equipment With or Without Operators (Apr 1984)	See Attachments J-5, J-6, J-12, and J-14; without; both Moab and Crescent Junction; both
I.193	52.247-27	Contract Not Affected by Oral Agreement (Apr 1984)	
I.194	52.247-67 Full Text Below	Submission of Transportation Documents for Audit (Feb 2006) (Applies to CR Task Orders only)	(c) [Contracting Officer identified in Section G]
I.195	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
I.196	52.248-1	Value Engineering (Oct 2010)	(m) Contract number will be inserted at time of award
I.197	52.248-3	Value Engineering—Construction (Oct 2015) (Applies to construction work only)	(h)(i) Contract number will be inserted at time of award.
I.198	52.249-2	Termination for the Convenience of the Government (Fixed-Price) (Apr 2012) (Applies to FP Task Orders only)	
I.199	52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (Apr 2012) (Applies to FP D&D/DDR Task Orders only)	
I.200	52.249-6	Termination (Cost-Reimbursement) (May 2004) – Alt I (Sep 1996) (Applies to CR Task Orders only)	
I.201	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984) (Applies to FP Task Orders only) – Alt I (Apr 1984) (Alt I applies to transportation services under FP Task Orders only)	
I.202	52.249-10	Default (Fixed-Price Construction) (Apr 1984) – Alt I (Apr 1984) (Applies to FP construction or D&D/DDR Task Orders only)	
I.203	52.249-14	Excusable Delays (Apr 1984) (Applies to CR Task Orders only)	

**Table I-1. Clauses**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.204	52.251-1	Government Supply Sources (Apr 2012)	
I.205	52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	
I.206	52.253-1	Computer Generated Forms (Jan 1991)	
I.207	952.202-1	Definitions (Feb 2011)	
I.208	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.209	952.204-2	Security Requirements (Aug 2016)	
I.210	952.204-70	Classification/Declassification (Sep 1997)	
I.211	952.204-75	Public Affairs (Dec 2000)	
I.212	952.204-77	Computer Security (Aug 2006)	
I.213	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
I.214	952.208-70	Printing (Apr 1984)	
I.215	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011)	(b)(1)(i) zero (0)
I.216	952.215-70	Key Personnel (Dec 2000)	(a) in Section H (b) See Section H clause DOE-H-2070
I.217	952.216-7	Allowable Cost and Payment (Feb 2011) (Applies to CR Task Orders only)	
I.218	952.217-70	Acquisition of Real Property (Mar 2011)	
I.219	952.223-71	Integration of environment, safety, and health into work planning and execution	
I.220	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
I.221	952.223-78	Sustainable Acquisition Program (Oct 2010) – Alt I (Oct 2010) (Alt I applies to construction work only)	
I.222	952.225-70	Subcontracting for Nuclear Hot Cell Services (Mar 1993)	
I.223	952.225-71	Compliance with Export Control Laws and Regulations (Nov 2015)	
I.224	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
I.225	952.231-71	Insurance-Litigation and Claims (Jul 2013)	
I.226	952.242-70	Technical Direction (Dec 2000)	
I.227	952.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Dec 2012)	
I.228	952.250-70	Nuclear Hazards Indemnity Agreement (Aug 2016)	
I.229	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
I.230	970.5204-3 Full Text Below	Access To and Ownership of Records (Oct 2014) (DEVIATION)	
I.231	970.5215-3	Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Aug 2009) – Alt I (Aug 2009) – Alt II (Aug 2009) (Alt II applies to CPAF Task Orders only)	
I.232	970.5223-1	Integration of Environment, Safety, and Health into Work Planning (Dec 2000)	
I.233	970.5227-1	Rights in Data – Facilities (Dec 2000)	[Contracting Officer Fill-In at Award]

**Acronyms:**

CPIF = Cost Plus Incentive Fee

CR = Cost Reimbursement

D&D = decontamination and decommissioning

DDR = dismantling, demolition, or removal of improvements

DEAR = U.S. Department of Energy Acquisition Regulation

DOE = U.S. Department of Energy

FAR = Federal Acquisition Regulation

FFP = Firm-Fixed-Price

FP = Fixed-Price

HUBZone = Historically Underutilized Business Zone

EPA = U.S. Environmental Protection Agency

TBD = to be determined

This contract incorporates one or more clauses, by reference, as indicated in the table above.

Any clauses that are included in full text are listed below and include the same Section I identifier in parentheses as was used above.

**(I.22) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)**

(a) Definitions. As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
  - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
  - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
  - (iii) Verify and control/limit connections to and use of external information systems.
  - (iv) Control information posted or processed on publicly accessible information systems.
  - (v) Identify information system users, processes acting on behalf of users, or devices.
  - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
  - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
  - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
  - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement sub-networks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**(I.46) FAR 52.216-18 Ordering (Aug 2020)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract award through the end of the total contract ordering period.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered “issued” when—
  - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
  - (3) If sent electronically, the Government either—
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

**(I.47) FAR 52.216-19 Order Limitations (Oct 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
  - (1) Any order for a single item in excess of \$613,900,000.00;
  - (2) Any order for a combination of items in excess of \$613,900,000.00; or
  - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**(I.48) FAR 52.216-22 Indefinite Quantity (Oct 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 5 years beyond the expiration date of the contract ordering period.

**(I.50) FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000) (Applies to Task Orders with an option(s) only)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within TBD on Task Order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least TBD on Task Order level days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed TBD on Task Order level (months) (years).

**(I.78) FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020)**

- (a) Definitions. As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**(I.79) FAR 52.222-36 Equal Opportunity for Workers With Disabilities (Jun 2020)**

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**(I.83) FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed

under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination (Please refer to Section J, Attachment J-8 for Wage Determinations applicable to this Contract)

**Table I-2. Classes of Service, Wage, and Fringe Benefits**

<b>Classifications</b>	<b>Grade</b>	<b>Equivalent Pay</b>
Laborers (General/Maintenance)	WG 2	\$13.14
Security Officer	GS 5	\$16.79
Truck Driver	WG 7	\$20.81
Heavy Equipment Operators	WG 8	\$22.35
Mechanic	WG 10	\$25.37
Health and Safety Personnel	GS 5	\$16.79
Field Technician (Hand held sampling)	GS 5	\$16.79
Radiological Control Personnel	GS 5	\$16.79

**(I.95) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)**

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall:

- (1) Estimate the percentage of the total recovered material content for EPA designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting Officer.

**(I.112) FAR 52.225-9 Buy American – Construction Materials (May 2014)**

(a) Definitions. As used in this clause:

“Commercially available off-the-shelf (COTS) item”

- (1) Means any item of supply (including construction material) that is:
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means:

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means:

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if:
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

- (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:



None

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
  - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American statute.
- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including:
    - (A) A description of the foreign and domestic construction materials;
    - (B) Unit of measure;
    - (C) Quantity;
    - (D) Price;
    - (E) Time of delivery or availability;
    - (F) Location of the construction project;
    - (G) Name and address of the proposed supplier; and
    - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
  - (iv) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
  - (v) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

- (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)
<b>Item 1</b>			
Foreign construction material			
Domestic construction material			
<b>Item 2</b>			
Foreign construction material			
Domestic construction material			

**(I.113) FAR 52.225-11 Buy American-Construction Materials Under Trade Agreements (DOE DEVIATION) (Feb 2008))**

- (a) Definitions. As used in this clause-

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland,

Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore); or
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

“Domestic construction material” means-

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None

- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-
    - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
    - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
    - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act.
- (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-
    - (A) A description of the foreign and domestic construction materials;
    - (B) Unit of measure;
    - (C) Quantity;
    - (D) Price;
    - (E) Time of delivery or availability;
    - (F) Location of the construction project;
    - (G) Name and address of the proposed supplier; and
    - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<b>Item 1</b>			
Foreign construction material			
Domestic construction material			
<b>Item 2</b>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

**(I.194) FAR 52.247-67 Submission of Transportation Documents for Audit (Feb 2006)**  
**(Applies to CR Task Orders only)**

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid:
  - (1) By the Contractor under a cost-reimbursement contract; and
  - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to:

(Contracting Officer identified in Section G)

**(I.230) DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION)**

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
  - (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
  - (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
  - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
  - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
    - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
    - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
    - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights

or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

- (c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR) Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
  - (1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential

exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

- (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.



## Part III - List of Documents, Exhibits, and Other Attachments

### Section J

#### List of Attachments

##### DOE-J-2001 List of Attachments (Oct 2015)

The following attachments constitute part of this Contract:

Attachment Number	Title of Attachment
J-1	List of Applicable Compliance Documents
J-2	List of RAC Permits and Agreements
J-3	List of Deliverables
J-4	Performance Guarantee Agreement ( <i>NOTE: to be inserted at the time of contract award</i> )
J-5	Government-Furnished Property and Information List
J-6	List of Site Structures and Facilities
J-7	Acronym List
J-8	Service/Construction Contract Labor Standard & Wage Rates ( <i>NOTE: to be updated with each Request for Task Order Proposal [RTP]</i> )
J-9	Task Order Tracking Matrix ( <i>NOTE: to be inserted at the time of contract award</i> )
J-10	Moab UMTRA Project Services ( <i>NOTE: to be updated with each RTP</i> )
J-11	Site Maps including Asphalt Areas
J-12	List of Maintenance Requirements and Frequency incl. Equipment and Facilities ( <i>NOTE: to be updated with each RTP</i> )
J-13 *	IDIQ Labor Rate Schedule ( <i>NOTE: to be inserted at the time of contract award</i> ) *
J-14	Government-Furnished Container Inventory
J-15	Task Order 2 – Implementation (Draft RTP)

\* The rates included in Section J, Attachment J-13 are binding on the Contractor for the purposes of Task Order pricing. The purpose of this Labor Rate Schedule is to establish the labor rates to provide a basis for pricing post-award Task Orders, including any Task Order changes. The labor rates will be used for Task Order pricing, but will not be used for billing purposes. For cost reimbursement Task Orders, the actual costs incurred in performance of the work will be used for billing purposes in accordance with the cost reimbursement terms of the Contract and Task Orders. The labor rates will be in effect for the first year of the Contract. The same labor rates will apply for the second year of the Contract, including an escalation rate of [TBD]% to be negotiated post-award. An adjustment to any of the labor rates may become necessary after the second year, or sooner if determined by the Contracting Officer. Any changes to the labor rates included in this Schedule will be made via Contract modification.

## **Part IV - Representations and Instructions**

### **Section K**

#### **Representations, Certifications, and Other Statements of Offerors**

## **Section K**

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**K.1 FAR 52.204-8 Annual Representations and Certifications (Mar 2020)**

- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is 562910, Environmental Remediation Services.
  - (2) The small business size standard is 750 employees.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)
- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
  - (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:  
  
☐ (i) Paragraph (d) applies.  
  
☐ (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
- (c)
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
    - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a Firm-Fixed-Price contract or Fixed-Price Contract with Economic Price Adjustment is contemplated, unless-
      - (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
      - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
      - (C) The solicitation is for utility services for which rates are set by law or regulation.
    - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
    - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
    - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
    - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.
  - (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
  - (xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
    - (A) If the acquisition value is less than \$25,000, the basic provision applies.
    - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
    - (C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.
    - (D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.
  - (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
  - (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
  - (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.
  - (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
- ☒ (i) 52.204-17, Ownership or Control of Offeror.
  - ☒ (ii) 52.204-20, Predecessor of Offeror.
  - ☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
  - ☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
  - ☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
  - ☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
  - ☐ (vii) 52.227-6, Royalty Information.

X (A) Basic.

\_\_\_ (B) Alternate I.

X (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

- (d) The Offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

## **K.2 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision-

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

- (i) For covered equipment—



- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
    - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
    - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
  - (ii) For covered services—
    - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
    - (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
- (i) For covered equipment—
    - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
    - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
    - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
  - (ii) For covered services—
    - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
    - (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

### **K.3 FAR 52.209-7 Information Regarding Responsibility Matters (Oct 2018)**

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature, in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (iii) In an administrative proceeding, a finding of fault and liability that results in-
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

- (d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

#### **K.4 Representation of Limited Rights Data and Restricted Computer Software**

- (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 970.5227-1, Rights in Data--Facilities). Any data first produced or specifically used in the performance of the resulting contract will be subject to that Rights in Data clause, including limited rights data and restricted computer software.

- (b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [Offeror fill-in]—

[ ] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[ ] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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- (c) Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of the data should a contract be awarded to the Offeror.

#### **K.5 DOE-H-2079 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)**

- (a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.
- (b) By submission of its offer, the Offeror agrees to provide to the Contracting Officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707. DOE may grant an extension to the notification or implementation period if necessary as per 10 CFR 707.5(g).
- (c) Failure of the Offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision, renders the Offeror unqualified and ineligible for award.

#### **K.6 Organizational Conflicts Of Interest Disclosure**

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

- (a) Each Offeror is to check the appropriate block for each of the questions below. The questions apply equally to the (1) Offeror, (2) intended subcontractors at any tier, (3) consultants, (4) affiliates of the foregoing, and (5) chief executives and directors of any of the foregoing who will be involved in performing the contract, and, accordingly, that the term “Offeror” is defined to include all five types of considerations. The questions shall be completed by each Offeror or person identified.
- (1) Does the Offeror depend upon industries or firms that could be affected by DOE actions related to the contract for a significant portion of its business, or have a relationship (financial, organizational, contractual or otherwise) with such industries or firms that could impair its objectivity or independence? Yes ☐ No ☐
  - (2) Would any unfair competitive advantage accrue to the Offeror in either its private or government business pursuits from access to:
    - (i) Data generated under the contract? Yes ☐ No ☐
    - (ii) Information concerning DOE plans and programs? Yes ☐ No ☐
    - (iii) Confidential and proprietary data of others? Yes ☐ No ☐
  - (3) Will any proposed subcontractor perform any self-evaluation or inspection of a service or product, or evaluation or inspection of another with whom a relationship exists which could impair objectivity, including evaluation or inspection of goods or services that complete commercially with the performer’s goods or services? Yes ☐ No ☐
  - (4) Will any of the Offeror’s chief executives, directors, or entities, which they own or represent, or any of the Offeror’s affiliates be involved in the performance of the contract? Yes ☐ No ☐
    - (i) If the Offeror checked “Yes” above in paragraph (a) (4), will the involvement be performed as part of the Prime contract or a subcontract? Prime Contract ☐ Subcontract ☐
  - (5) Do you have any current business arrangements that may conflict with your role as Offeror or subcontractor under this contract? Yes ☐ No ☐
- (b) If the Offeror checked “Yes” to any of the above in paragraph (a), the Offeror shall provide the statement described in paragraph (c) from each entity or person affirmatively responding.
- (c) The statement must contain the following:
- (1) A statement of any past (within the past 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the Performance Work Statement. For contractual interests, such statement must include the name, address, telephone number of the client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the Offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of this solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests, enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

- (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services required by the Performance Work Statement to be provided in connection with this solicitation.
- (d) Failure of the Offeror to provide the required statement may result in the Offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

### **K.7 Agreement to Use Non-Federal Support Personnel**

DOE may employ non-federal evaluators (including employees of DOE contractors) to evaluate proposals submitted in response to Solicitation 89303320REM000066. All such non-federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. By submission of a signed offer under this solicitation, the Offeror consents to such review by non-federal evaluators.

### **K.8 Cost and Fee/Profit Proposal Certification**

The Government publicly furnished certain cost, pricing, and/or estimating information regarding contract activities and requirements during the solicitation phase of this contract. By submitting a signed offer under this Solicitation, the Offeror certifies that:

- (a) It fully recognizes that such information was not warranted in any manner by the Government as to its accuracy or validity, and was for information only;
- (b) The Government does not represent such information as a preferred price offer under the solicitation; and
- (c) Irrespective of the Government-furnished information, the Offeror's estimated cost and estimated fee, upon which this contract award is based, was independently and fully derived from the Offeror's own estimating methods, that the Offeror assumes full and complete ownership of its offered estimated cost and estimated fee, and that it fully acknowledges that the Government makes no warranties, express or implied, as to the completeness or accuracy of the Government-furnished pricing and estimating information.

### **K.9 Certification Regarding Facility Clearance - Foreign Ownership, Control or Influence Information**

Please check, as appropriate:

- ☐ Submitted Commercial and Government Entity code or facility code if cleared.
- ☐ Documentation granting Offeror's subcontractor(s) and/or joint venture facility clearance is attached.
- ☐ Draft FOCI Mitigation Plan, if applicable, is attached.
- ☐ Facility Clearance request documentation including the following information has been submitted via Foreign Ownership, Control, or Influence (FOCI) Electronic Submission Site at <https://foci.anl.gov/> for Offeror, subcontractor(s) and/or joint venture if not currently cleared:
  - ☐ The Standard Form 328 has been signed and dated by an authorized official of the company and the original has been sent to the appropriate FOCI Office.
  - ☐ If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the

audited, consolidated financial information for the most recently closed accounting year has been attached.

[ ] A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents.

[ ] A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances.

### **K.10 Solicitation Certification**

By submitting its signed offer, the Offeror represents its understanding that Solicitation number 89303320REM000066 represents the current and complete contracting requirements of the Government for the Moab Remedial Action Contract. This Solicitation supersedes in its entirety any prior representations from the Government or attributed to the Government, including, but not necessarily limited to: any information formally provided by the Government prior to release of this Solicitation; remarks made by the Government during, or reported as a result of, industry one-on-one meetings; and any information or conjecture presented by the media, or any other source, on the Government's requirements for this Solicitation. Further, the Offeror represents that the electronic (including versions submitted via FedConnect and/or other electronic media) and hard copy submissions of the proposal are identical.

### **K.11 Signature/Certification**

By signing below, the Offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The Offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the Offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 USC 1001.

<hr/>	
Signature of the Officer or Employee Responsible for the Offer	Date of Execution
<hr/>	
Typed Name and Title of the Officer or Employee Responsible for the Offer	
<hr/>	
Name of Organization	
<hr/>	
Address	
<hr/>	
City, State, Zip Code	

Solicitation Number 89303320REM000066

## **Part IV – Representations and Instructions**

### **Section L**

#### **Instructions, Conditions, and Notices to Offerors**

## **Section L**

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## L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one (1) or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<https://www.acquisition.gov/far/>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
FAR 52.204-7	System for Award Management (Oct 2018)	
FAR 52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)	
FAR 52.214-34	Submission of Offers in the English Language (Apr 1991)	
FAR 52.214-35	Submission of Offers in U.S. Currency (Apr 1991)	
FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (Jan 2017)	
FAR 52.215-16	Facilities Capital Cost of Money (Jun 2003)	
FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost of Pricing Data (Oct 2010) – Alt III (Oct 1997) and Alt IV (Oct 2010)	Alt III, (c) As specified in Section L Alt IV, (b) As specified in Section L
FAR 52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort (Oct 2009)	
FAR 52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)	
FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)	(b) Minority Goal: 10.2%; Female Goal: 6.9% (e) (See Master IDIQ Contract Section F.7)
FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)	
FAR 52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993) (Note: The requirement for a Total Compensation Plan is considered to be otherwise satisfied based on compliance with the proposal preparation instructions in this Section.)	
FAR 52.237-1	Site Visit (Apr 1984)	
FAR 52.250-2	SAFETY Act Coverage Not Applicable (Feb 2009)	
DEAR 952.227-84	Notice of Right to Request Patent Waiver (Feb 1998)	
DEAR 952.233-4	Notice of Protest File Availability (Aug 2009)	
DEAR 952.233-5	Agency Protest Review (Sep 1996)	

## **L.2 FAR 52.252-5 Authorized Deviations in Provisions (Apr 1984)**

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

## **L.3 DEAR 952.219-70 DOE Mentor-Protégé Program (May 2000) (DEVIATION) (Issued by DOE Policy Flash 2019-15)**

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist small business concerns, Historically Black Colleges and Universities and Minority Institutions, and other minority institutions of higher learning in enhancing their capabilities to perform contracts and subcontracts for DOE and other Federal agencies. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit “lessons learned” evaluations to DOE at the conclusion of the agreement. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

## **L.4 FAR 52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract under which Fixed-Price (FP) and/or Cost Reimbursement (CR) Task Orders may be issued resulting from this solicitation.

## **L.5 DOE-L-2017 Expenses Related to Offeror Submissions (Oct 2015)**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

## **L.6 DOE-L-2021 Guidance For Prospective Offerors - Impact of Teaming Arrangements On Small Business Status (Oct 2015)**

- (a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA's) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, offerors proposing a joint venture, subcontracting, or another form of teaming arrangement shall review 13 C.F.R. § 121.103, "How does SBA determine affiliation?" prior to submitting a proposal.
- (b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the Offeror and the Contracting Officer. Accordingly, a finding by the SBA of affiliation between an Offeror and its proposed team member(s) or subcontractor(s) may result in the Offeror being found to be other than a small business and therefore ineligible for contract award.

## **L.7 DOE-L-2022 Alternate Bid/Proposal Information – None (Oct 2015)**

Alternate bid/proposals are not solicited, are not desired, and will not be evaluated.

### **L.8 DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and Advisors (Oct 2015)**

The Government may utilize non-federal evaluators and/or advisors or other non-federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70(f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the *Procurement Integrity Act*, 41 U.S.C. §§ 2101-2107.

### **L.9 DOE-L-2025 Intention to Bid/Propose (Oct 2015)**

In order to facilitate the efficiency of the Government's solicitation and award process through advance information on the anticipated number of Offerors, potential Offerors are requested to submit the name, DUNS Number, address, and telephone number of its firm or organization and any subcontractors to MoabRAC@emcbc.doe.gov not later than 20 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team. DOE may utilize this information to interface regarding necessary FedConnect and System for Award Management registrations.

### **L.10 Offer Acceptance Period**

The Offeror's proposal shall be valid for 270 calendar days after the required due date for proposals.

### **L.11 DOE-L-2001 Proposal Preparation Instructions – General (Oct 2015) Alternate I and Alternate II (Oct 2015) (Revised) (TAILORED)**

#### **(a) Definitions.**

- (1) Offeror. The term "Offeror," as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a "Contractor team arrangement" as defined in FAR 9.601(1), for example, a limited liability company (LLC), limited liability partnership (LLP), joint venture (JV), or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. The term "newly formed entity" refers to any business entity (e.g., JV, LLP, LLC, or similar entity or arrangement) formed solely for the purpose of submitting a proposal for this procurement. Such an entity may not have a record of its own past performance due to the fact that it may have been formed recently by affiliated entities for the purpose of submitting a proposal for this procurement. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)
- (2) Teaming Subcontractor. A "Teaming Subcontractor" is any subcontractor that will perform work that is:
  - (i) Incorporated into the Offeror's Management Proposal;
  - (ii) Considered necessary by the prime Offeror to enhance its team's Management Proposal or ability to meet delivery requirements within the Master IDIQ PWS; and either:
    - (A) Planned to perform Master IDIQ PWS Section C.4.4.6, or
    - (B) At a minimum, planned to perform work estimated at \$4,000,000.00 annually.

Teaming Subcontractors are evaluated consistent with the terms of this solicitation and thus are not subject to post-award subcontract consent pursuant to FAR 52.244-2.

(b) Availability of the solicitation, amendments, and other documents-electronic media.

- (1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost-effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at <https://www.fedconnect.net>. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information (Offerors and other interested parties are encouraged to utilize the website's "Notifications" feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.
- (2) The solicitation, amendments, reference documents, and other communications are also available through the Environmental Management Consolidated Business Center (EMCBC) procurement website at <https://www.emcbc.doe.gov/SEB/moabrac/>. Sensitive information, such as Official Use Only (OUO) information, will require the Offeror to complete and return a nondisclosure agreement as instructed on the procurement website.

(c) Submission of proposals.

- (1) The Offeror must be registered in FedConnect at <https://www.fedconnect.net>. The Offeror must also be registered in the System for Award Management at <https://www.sam.gov>.
- (2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation and other provisions of Section L. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.
- (3) Electronic submission of a proposal via FedConnect shall be required; however, the original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.
- (4) In addition to the electronic submission of the Offeror's proposal via FedConnect, the Offeror shall submit the required number of paper and USB flash drive copies of each proposal volume as indicated below. The content in the paper and electronic copies shall be identical. The only exceptions are:
  - (i) Financial statements and annual reports, which shall be included in the electronic submission, USB flash drive copies, and the signed original only, but are not required to be included in the additional paper copies.

- (ii) The Offeror's 'Estimating Flat File' shall only be included in the electronic submission and USB flash drive copies. No paper (original or copy) submittal is required. The electronic version of the 'Estimating Flat File' submitted through FedConnect will constitute part of the binding offer.

The paper copies shall be delivered and received no later than the proposal due date, as follows:

MAIL TO (see table below for number of hard and electronic copies):

U S. Department of Energy  
Attention: Michael Forsgren, Contracting Officer  
550 Main Street, Room 7-010, Cincinnati, OH, 45202

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.  
RFP No. 89303320REM000066

E-mail: michael.forsgren@emcbc.doe.gov  
Phone: 513-430-8536

Note: Delivery of proposals to the above address should take place between the hours of 1000-1530 (10AM to 3:30PM) Eastern Standard Time. Offerors should contact the Contracting Officer in advance to advise of the anticipated delivery date and time.

In addition, Offerors shall provide USB flash drives that are clearly labeled with the Offeror's name, Request for Proposal (RFP) number, volume number, and copy number. The proposals provided via USB flash drive copies are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the electronic submission.

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal. The original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.

<b>Proposal Volume – Title</b>	<b>Number of Hard Copy Proposals Required</b>	<b>Number of USB Flash Drives Required</b>
Volume I – Offer and Other Documents	1 signed original + 1 copy	2
Volume II – Management Proposal	1 signed original + 5 copies	2
Volume III – Cost and Fee/Profit Proposal	1 signed original + 2 copies	2

(d) Solicitation instructions and proposal information.

- (1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal Government, including DOE.
- (2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, *Evaluation Factors for Award*, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror's proposal. In addition, a proposal will be eliminated from further consideration before the initial rating if the proposal is deficient as to be totally unacceptable on

its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. cursory responses or responses which merely repeat or reformulate the solicitation will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(e) Proposal volumes and page limitations.

- (1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:
  - (i) Volume I, *Offer and Other Documents* - No page limit.
  - (ii) Volume II, *Management Proposal* - See page limitations identified in each factor.
  - (iii) Volume III, *Cost and Fee/Profit Proposal* - No page limit.
- (2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth below, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, and blank pages. Those pages that exceed the limits set forth in each factor below will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.
- (3) Except as may be provided elsewhere in the solicitation, Offerors shall not cross reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, *Cost and Fee/Profit Proposal*, unless otherwise specified.

(f) Proposal specifications.

- (1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.
- (2) Page size. Page size shall be  $8\frac{1}{2} \times 11$  inches for text pages, excluding foldouts. When  $8\frac{1}{2} \times 11$  inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed  $11 \times 17$  inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. Each page of a foldout shall count as two (2) pages. Where both sides of a foldout contain printed material, the foldout shall count as four (4) pages. Tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page. Use of  $11 \times 17$  binders for the Volume III, *Cost and Fee/Profit Proposal*, is permitted.
- (3) Print type. Paragraph text shall be 12 point or larger, single spaced, using Times New Roman font, including paragraph text in the Section L attachments (including Attachment L-3, "Past Performance Reference Information Form"). Paragraph headings and section titles may use Arial or Times New Roman font 12 point or larger. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 9 point or larger using Times New Roman or Arial font. Bold and italics are acceptable, and narrow is not acceptable.

- (4) Page margins. Page margins for text pages and 11 x 17 shall be a minimum of one inch at the top, bottom, and each side. Tabloid pages (11 x 17's) may only be used for graphics, spreadsheets, and large tables. Paragraphs of text and section heading are not allowed on 11 x 17's. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of Section L provision FAR 52.215-1, *Instructions to Offerors-Competitive Acquisition*. The page margins may also include page numbers. This is the only information that can be displayed within the margins. Two columns of text per page on portrait pages and 3 columns of text per page on landscape pages are acceptable.
- (5) Page numbering. All pages shall be sequentially numbered by volume and by individual sections within each volume. The only exception is financial statements and annual reports, which shall be segregated within the Volume III submission, thereby not requiring the documents to be sequentially numbered.
- (6) File format. Files submitted shall be readable and searchable using Microsoft® Word®, Excel®, or Adobe® portable document format file (PDF) (must be in a searchable format, not scanned) except for scanned Volume I signed documents and the following specific Volume III files:
  - (a) Electronic copies of financial statements and annual reports shall be submitted in PDF (portable document format files are required).
  - (b) Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.
  - (c) Cost and Fee/Profit Proposal tables shall be organized and submitted in native file format.The files shall not be password protected or contain other security restraints unless access information is provided.
- (7) Binding and labeling of hard copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 x 17. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being copy no. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.
- (8) Excel printed paper formatting. As part of the Offeror's proposal submission, the Offeror shall provide Section L Excel® Attachments in accordance with the solicitation requirements (paper copies and electronic versions), including the font size requirements. To address the potential width and height of the documents in the printed paper copies, Offerors are allowed to logically break these Excel worksheets into multiple pages in order to meet the solicitation requirements. Also, it is acceptable for Offerors to scale the printed paper copies of the Excel® worksheets to a smaller print size, so long as the documents are legible. Additionally, if the Excel® worksheets span multiple pages, then each page of the worksheets shall include the applicable column and row headers.
- (g) Classified information. The Offeror shall not provide any classified information in response to this solicitation.
- (h) Questions.

- (1) Questions regarding this solicitation must be submitted to [MoabRAC@emcbc.doe.gov](mailto:MoabRAC@emcbc.doe.gov) no later than 8 calendar days after the original solicitation issuance date. If DOE has not acknowledged receipt of submitted questions within three business days, the Offeror may contact the CO to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.
- (2) This solicitation is considered complete and adequately describes the Government's requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question to [MoabRAC@emcbc.doe.gov](mailto:MoabRAC@emcbc.doe.gov).
- (i) False statements. Proposals must set forth full, accurate, and complete information, as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- (j) Examination of data. By submission of a proposal, the Offeror grants to the CO, or an authorized representative of the CO, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) that will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the CO prior to award.
- (k) Commitment of public funds. The CO is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.
- (l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I - The Schedule; Part II - Contract Clauses; Part III, List of Documents, Exhibits and Other Attachments; and Part IV, Section K - Representations, Certifications, and Other Statements of Offerors. Section K will be incorporated into the contract by reference.
- (m) Allowable Salary for Key Personnel. Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. As provided in Section H, entitled, *Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits*, and as required by the Transition Task Order, within 20 days after the effective date of the Transition Task Order, the Contractor will submit data to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement/payment under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO. The key personnel salaries shall not exceed the proposed key personnel compensation contained in the successful offer.

**L.12 DOE-L-2002 Proposal Preparation Instructions, Volume I – Offer and Other Documents – Alternate II, Alternate III, Alternate IV, Alternate V, and Alternate VI (Oct 2015)**

- (a) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.



- (b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Those specific areas are:
- (1) Section B:
    - (i) DOE-B-2015, Task Order Fee/Profit Ceiling (Oct 2014) (Revised)
  - (2) Section H:
    - (i) DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors (Oct 2014) (Revised)
    - (ii) DOE-H-2052, Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)
    - (iii) DOE-H-2058, Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)
    - (iv) DOE-H-2070, Key Personnel – Alternate I (Oct 2014) (Revised)
    - (v) Organizational Conflict of Interest – Affiliate(s)
  - (3) Section I:
    - (i) FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)
    - (ii) FAR 52.227-23, Rights to Proposal Data (Technical) (Jun 1987)
  - (4) Section J:
    - (i) Attachment J-13, “IDIQ Labor Rate Schedule” (Attachment L-6, “Cost and Fee/Profit Elements Workbook”)
  - (5) Task Fill-Ins
    - (i) Attachment L-7, “Contract Transition Task Order”
- (c) Standard Form 33, *Solicitation, Offer and Award* – one signed original of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.
- (1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract, Sections A - J. By signing and submitting the SF 33, the Offeror commits to accept the resulting Contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (g), *Exceptions and Deviations*.
  - (2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.
  - (3) The Offeror shall insert 270 calendar days in block 12 of the SF 33 in accordance with Section L provision entitled, *Offer Acceptance Period*.

(d) Administrative information. Offerors shall provide the following information:

- (1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).
- (2) Offeror name. Name, address, telephone and facsimile numbers, e-mail, and Data Universal Numbering System Number (DUNS) of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision FAR 52.215-1, *Instructions to Offerors Competitive- Acquisition*).
- (3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).
- (4) Negotiators. Name(s), title(s), telephone number, and email address of persons authorized to negotiate on the Offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).
- (5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, *Contract Administration Office Functions*, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.
- (6) Offeror's Authorized Participants – Virtual Oral Interviews. Offerors shall provide the name, employer/company, and email address of the Offeror's authorized key personnel participants for the Oral Interviews. The Offeror shall also provide the name, employer/company, and email address of the Offeror's authorized non-key personnel participant to provide IT technical support for the virtual platform connection and equipment; and/or persons required to assist any of the key personnel with disabilities.

(e) Subcontractors and other entities. Offerors shall provide the following information:

- (1) Name, address, and DUNS number for all proposed Teaming Subcontractors as defined in DOE-L-2001, Proposal Preparation Instructions – General, Section (a)(2). This information is only required for Teaming Subcontractors. Any non-teaming subcontractors will require subcontract consent after award pursuant to FAR 52.244-2.
- (2) If the Offeror is a joint venture, limited liability company, limited liability partnership, or other similar entity (multi-member, shared ownership) provide:
  - (i) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and
  - (ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the parent or member company(ies) of the Offeror, including the identity of the one member/partner who has the majority interest in the Offeror.

(f) Representations and certifications.

- (1) If the Offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with Section K provision FAR 52.204-8, *Annual Representations and Certifications*, and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any

of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8.

- (2) If the Offeror has not completed the annual representations and certifications electronically via the System for Award Management, the Offeror shall complete and provide all of the representations, certifications, and other statements of the Offeror as required in this solicitation's Section K.
- (3) The Offeror shall also complete any additional representations, certifications, or other statements required in this solicitation's Section K, *Representations, Certifications, and Other Statements of the Offeror*.

(g) Exceptions and deviations.

- (1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. The Offeror shall specifically identify and fully explain any proposed exception to or deviation from the terms and conditions of the solicitation. Any proposed exceptions or deviations must identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall also be identified in the other volumes to which the deviation or exception applies, Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the Government, will take precedence over the terms and conditions of the solicitation.
- (2) Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract will make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

(h) Performance guarantee agreement.

If the Offeror is a joint venture, limited liability company, or other similar entity, the Offeror shall provide the Performance Guarantee Agreement in accordance with Section H clause DOE-H-2016, *Performance Guarantee Agreement*. See Section L, Attachment L-1 entitled, "Performance Guarantee Agreement", for form and text of the required Performance Guarantee Agreement.

(i) Responsible Corporate Official and Corporate Board of Directors.

The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with Section H clause DOE-H-2017, *Responsible Corporate Official and Corporate Board of Directors (Revised)*.

(j) Organizational Conflicts of Interest (OCI).

The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), as well as any Teaming Subcontractor(s), shall provide a fully executed Section K.6, *Organizational Conflicts of Interest Disclosure*, and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate draft OCI mitigation plan with its proposal. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a draft OCI mitigation plan. If the Department requires additional explanation or interpretation regarding the proposed mitigation plan for evaluation

purposes, this would be handled as clarifications or communications with Offerors, in accordance with paragraphs (a) and (b) of FAR Section 15.306, *Exchanges with Offerors After Receipt of Proposals*. Note: This proposal requirement is separate and distinct from the Contract requirement stated at Section H clause DOE-H-2035, *Organizational Conflict of Interest Management Plan*, which applies throughout the full period of performance.

(k) Equal opportunity compliance.

The Offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number, and point of contact for the Equal Employment Opportunity Commission. This information shall be provided for the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any known subcontractors with anticipated subcontracts of \$10 million.

(l) Instructions Regarding Non-Public Government Information/Source Selection Information

- (1) The Offeror shall not utilize non-public government information (as defined by the United States Office of Government Ethics at 5 CFR § 2635.703(b)) or source selection information (as defined in FAR 2.101) in the preparation of the Offeror's proposal submission that results in an unfair competitive advantage in the procurement. An Offeror's utilization of any individual(s) who possesses non-public government information or source selection information (obtained through their employment or by other means) may result in a perceived or actual unfair competitive advantage. Utilization of non-public government information or source selection information to prepare its proposal in response to the subject solicitation may disqualify the Offeror's proposal from award. Utilization of information obtained by a contractor over the normal course of business is not subject to the Organizational Conflict of Interest provisions of this solicitation.
- (2) The Offeror shall identify former DOE employees subject to post-employment restriction(s) involved in the Offeror's written and/or oral proposal development during the time in which the individual was still subject to post-employment restriction(s). For any former DOE employees identified, the Offeror shall provide:
  - (i) The time period, nature, and extent of the former DOE employee's involvement in the Offeror's written and/or oral proposal development.
  - (ii) A description of whether or not such individuals shared any non-public government information (as defined by the United States Office of Government Ethics) or source selection information (as defined in FAR 2.101) with the Offeror during the development of its proposal, and if so, specific details regarding what information was shared.
  - (iii) If no such individual participated in the Offeror's written and/or oral proposal development, the Offeror shall respond stating such.

(m) Facility Clearance verification. (Revised)

The Offeror shall submit the following for the Offeror, JV/LLC member(s), and Teaming Subcontractors (if applicable) who will perform work under a contract resulting from this solicitation and require access authorizations (see Section L provision DEAR 952.204-73, *Facility Clearance*): (1) DOE Facility Clearance code or your Department of Defense (DOD) assigned Commercial and Government Entity (CAGE) code; (2) the date the Offeror's, JV/LLC member(s)', and Teaming Subcontractor's (if applicable) completed Standard Form 328 was

submitted, and (3) the date of the Contracting Officer's affirmative FOCI determination. If the Offeror, JV/LLC member(s), or any of its Teaming Subcontractors (if applicable) do not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, JV/LLC member(s), and Teaming Subcontractor (if applicable) shall submit FOCI information in accordance with the Section L provision DEAR 952.204-73, *Facility Clearance*. Further information is available at <https://foci.anl.gov/>. All Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a CAGE code or DOE/NRC Facility Clearance number, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at <https://foci.anl.gov/>. Use of the DOE FOCI ESS is mandatory for all Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a Facility Clearance. Teaming Subcontractor(s) that will not require access authorizations consistent with Section I clause DEAR 952.204-73 are not required to submit the information contained within this provision, and the Offeror's proposal shall clearly state that the Teaming Subcontractor(s) will not require access authorizations for the work proposed to be performed by the Teaming Subcontractor(s). Be sure to designate Key Management Personnel (KMP) (specific to FOCI only; this is not the same as Key Personnel as defined in Section H) in e-FOCI that hold the appropriate security clearance level as required by the scope of work and for the facility clearance. At a minimum, KMP must include the positions of the President and Facility Security Officer (FSO). If any member of the Offeror (including Teaming Subcontractors) or Tier Parents of the Offeror are under FOCI, the Offeror shall submit a draft FOCI Mitigation Plan for review by the appropriate Cognizant Security Office (CSO). If the CSO has questions regarding any of the FOCI Verification, Facility Clearance Information, and/or the draft FOCI Mitigation Plan, it may reach out to the Offeror during the evaluation process for clarifications. Note: This will not constitute "negotiations" (or "discussions") as defined in paragraph (d) of FAR Section 15.306, Exchanges with Offerors After Receipt of Proposals or obligate the Government to conduct discussions; nor constitute a "proposal revision" as defined in FAR 15.001.

Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) are encouraged to transmit FOCI information before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF-328 executed in accordance with the form's instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select "the Savannah River Site – EMCBC" as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the "Reason for Request" field. If the Department identifies missing information, the Offeror shall submit any information requested by the Department (FOCI Manager or CO) as soon as possible.

### **L.13 DOE-L-2003 Proposal Preparation Instructions, Volume II – Management Proposal – General (Oct 2015) (Revised)**

- (a) The Management Proposal (Volume II), consists of written information to allow Offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M provision entitled, *Evaluation Factors for Award*.

- (b) Offerors shall address, in the Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.
- (c) The Management Proposal shall comply with the requirements contained in the Section L provision DOE-L-2001, *Proposal Preparation Instructions – General* and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Management Proposal. Moreover, the Offeror shall not merely restate the work scope and/or other solicitation requirements in its Management Proposal.
- (d) If an Offeror's approach includes the use of Teaming Subcontractors, then the Offeror's proposal submission, including Volumes II and III, shall include “Teaming Subcontractors” as defined in DOE-L-2001, *Proposal Preparation Instructions – General*, paragraph (a)(2).
- (e) No cost or price information shall be included in the Volume II, Management Proposal.

#### **L.14 Proposal Preparation Instructions, Volume II – Key Personnel**

**Factor 1: Key Personnel** *(The Key Personnel section shall not exceed five pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four pages for each resume.)*

Offerors shall include the following information in the Volume II - Management Proposal, related to the proposed key personnel:

- (a) Key personnel. The Offeror shall propose the required Program Manager, Moab Operations/Site Manager (individual primarily responsible for technical implementation of its Closure Strategy), and Crescent Junction Operations/Site Manager; and the Offeror may propose other key personnel which will be incorporated into the Master IDIQ Contract through Section H clause DOE-H-2070, *Key Personnel*. Only one individual may be proposed for each key personnel position.

It is recognized that the number and functions of key personnel will be dependent on the organizational structure of the individual Offeror and the manner in which the Offeror proposes to perform the work. The Offeror shall not provide the names or qualifications of any non-key personnel.

- (1) The Offeror shall provide the rationale for the selection of the proposed non-required key personnel positions regarding why they are essential to the successful performance of the entire Master IDIQ PWS and the optimal team for execution of the Master IDIQ PWS.
- (2) The Offeror shall describe the key personnel team (i.e., the collective of all key personnel positions that the Offeror proposes to use in contract performance) make-up that demonstrates the elements in paragraph (d) below.
- (3) The Offeror shall identify the organization that will employ each of the key personnel during performance of the contract, e.g., Offeror, Offeror affiliates, teaming partners, or Teaming Subcontractors.
- (4) The Offeror shall confirm the availability of the key personnel as being full-time assigned to the contract, and that their permanent duty stations are located as follows:
  - (i) For the Program Manager, either the Moab Site or Grand Junction, CO, or their local surrounding areas;
  - (ii) For the Moab Operations/Site Manager, the Moab Site;

- (iii) For the Crescent Junction Operations/Site Manager, the Crescent Junction Site; and
- (iv) For any other, non-required key personnel, there is no required location.

Failure of the Offeror to propose all required key personnel positions, or to confirm the availability of the key personnel as being full-time assigned to the contract and that their permanent duty stations are located in the required areas will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.

(b) Resume.

- (1) The Offeror shall provide written resumes for all proposed key personnel in the format shown in Attachment L-2. The resume shall describe the key person's education, relevant experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position. The resume shall address the following:
    - (i) Relevant DOE, commercial, and/or other Government experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on closure project and completion-type contract work;
    - (ii) Education, specialized training, certifications, and licenses that support the suitability for the proposed position; and
    - (iii) Three references having direct knowledge of the qualifications of the proposed key person.
  - (2) By submission of each resume, the key person and Offeror authorize DOE to contact any references, previous employers, or clients to verify the accuracy of information provided in the resume and to further assess each individual's suitability for the proposed position. DOE may contact any or all of the references, and other sources of information not provided by the Offeror, as a part of its evaluation of the key personnel. Current DOE employees shall not be identified as key personnel references.
- (c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on effective date of the Transition Period for a period of time commensurate with the functional position as defined in DOE-H-2070, *Key Personnel – Alternate I*. The Letter of Commitment shall state as follows:

*"I hereby certify that the resume submitted as part of the proposal is true and correct, and \_\_\_\_\_ (insert name of individual proposed) will accept the proposed position of \_\_\_\_\_ (insert name of proposed position) if \_\_\_\_\_ (insert name of Offeror) receives the award and will perform in the proposed position for minimum of three years (consistent with DOE-H-2070) beginning on the effective date of the Transition Period of the contract. I also hereby certify that I will be assigned full-time to the contract and my permanent duty station will be located within \_\_\_\_\_ (insert one of the following for each required key personnel: for the Program Manager, 'either the Moab Site or Grand Junction Colorado, or their local surrounding areas'; for the Moab Operations/Site Manager, 'the Moab Site'; for the Crescent Junction Operations/Site Manager, 'the Crescent Junction Site'. For any key personnel not required by this solicitation, revise the sentence to simply state 'I also hereby certify that I will be assigned full-time to the contract.')."*

Failure to submit a signed letter of commitment for each proposed key person will adversely affect the Government's evaluation of the proposal.

(d) Key Personnel Team. The Offeror shall provide information for the key personnel team that demonstrates the following elements: (i) Experience in promoting and enabling change within an organization; (ii) Recent and relevant management experience in direct project execution in the field; (iii) Experience at partnering and good-faith negotiations with client(s) that achieved measurable performance improvements; and (iv) Experience in developing innovative technical approaches to implement a strategy for site closure. More recent experience in these elements may be given greater consideration. While it is not expected that each key person will possess all of these elements, individual key persons may be evaluated more favorably to the extent they demonstrate these elements, and the key personnel team collectively should demonstrate each of them.

(e) Oral interviews of key personnel.

(1) Overview

- (i) DOE will conduct an oral interview with each Offeror's proposed Program Manager, Moab Operations/Site Manager, and Crescent Junction Operations/Site Manager. DOE may utilize virtual procedures to conduct the oral interviews with each Offeror's proposed Program Manager, Moab Operations/Site Manager, and Crescent Junction Operations/Site Manager.
- (ii) A question and answer, oral interview format will be used. A set of questions will be asked of each Offeror's Program Manager, Moab Operations/Site Manager, and Crescent Junction Operations/Site Manager. Questions will not be provided to Offerors in advance. Offerors may not present any formal presentation prepared in advance. The interviews will be conducted during a period of up to 60 minutes. Oral interviews shall not constitute discussions.

(2) Logistics.

- (i) The Offeror shall not bring into the presentation room any presentation or reference material including the written proposal or electronic equipment (e.g., computers/laptops, cell phones, cameras, and video or audio recording equipment), other than the computer required to host the web-based conference platform being utilized for oral interviews if conducted virtually. The key personnel shall not reach back, by phone/conference bridge, e-mail, or any other means, to any other personnel or persons for assistance during the oral interview.
- (ii) DOE will make a recording of the oral interviews. After award, a copy of the video recording may be provided to the Offeror upon request. Any type of recording of the oral interviews by Offerors is strictly prohibited.
- (iii) By participating in the oral interviews, the Offeror attests that it is in full compliance with all solicitation terms and conditions, in accordance with applicable laws and statutes.
- (iv) Unless conducted virtually, DOE will provide flip-charts, sketch or legal pads, and markers for the Offeror's key personnel to use during the oral interviews. All presentation materials used will be retained by DOE.
- (v) If conducted virtually, the Offeror's key personnel may utilize an 8 ½ x 11 sketch pad or legal pad and markers during oral interviews. All such supplies used virtually shall be the responsibility of the Offeror.
- (vi) The Offeror shall not utilize any computers (other than the ones required to host the web-based conference platform being utilized for the oral interview), tablets, smart phones, or



separate conference lines/phones, while conducting the oral presentation, and shall not bring or distribute any written or electronic materials during the oral presentation. The Offeror participant may need a separate phone/conference bridge to connect to the oral interview; however, that phone shall only be used for that purpose and no other.

(3) Schedule and Rules of Engagement.

Each Offeror will be notified within 10 working days after the proposal submission deadline of the date, time, location, agenda, and other instructions related to its oral interviews. The oral interviews will commence within approximately 40 working days after the proposal submission deadline. DOE reserves the right to conduct the oral interviews outside of this approximate timeline or to reschedule an Offeror's oral interviews. DOE will not consider a request from an Offeror to reschedule its oral interviews, except under extenuating circumstances (e.g., personal illness or emergency). DOE will randomly select the order of the oral interviews.

If conducted virtually, the Government and each Offeror may agree to test the virtual platform connection at a convenient time prior to the oral interviews. Web links to the virtual platform shall be treated as source selection sensitive and shall not be shared with anyone other than the authorized Government participants and the Offeror's authorized key personnel participants. The Offeror may authorize one non-key person to provide IT technical support with the virtual platform connection and equipment. Additionally, persons and/or service animals required to assist any of the key personnel with disabilities may attend when accompanying that attendee. Further, Offerors shall provide the Contracting Officer with the name, employee/company, and email address of the Offeror's authorized participants for the oral interviews as part of its Volume I submission. In the event the selected technology platform or tool cannot be made functional at the time of the scheduled oral interviews, the oral interviews may proceed as a voice-only telephone call or may be rescheduled, at the Government's sole discretion.

(4) Limitations of oral interviews. The oral interviews will not-

- (i) Constitute a part of the offer (Volume I of the proposal) or be incorporated into any contract resulting from this solicitation;
- (ii) Constitute "negotiations" (or "discussions") as defined in paragraph (d) of FAR Section 15.306, *Exchanges with Offerors After Receipt of Proposals* or obligate the Government to conduct discussions; nor
- (iii) Constitute a "proposal revision" as defined in FAR Section 15.001 or allow an Offeror to cure deficiencies or weaknesses in, or otherwise revise, the written proposal.

**L.15 DOE-L-2010 Proposal Preparation Instructions, Volume II – Past Performance (Oct 2015) (Revised)**

**Factor 2: Past Performance** *(The Past Performance section shall be limited to the Attachment L-3, "Past Performance Reference Information Forms", which are limited to up to seven pages per contract; the Attachment L-5, "List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Action"s, the Attachment L-10, "List of DOE Contracts", and Past Performance Consent Statement(s), which have no page limits.)*

Offerors shall include the following information in the Volume II - Management Proposal, (Attachment L-3, "Past Performance Reference Information Form", Attachment L-5, "List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions", Attachment L-

10, “List of DOE Contracts”, and Past Performance Consent Statement(s), identified above) related to the Offeror’s past performance:

- (a) Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide past performance information on up to three (3) contracts per member, either currently being performed or completed by the Offeror/members, and up to two (2) contracts, either currently being performed or completed for each proposed Teaming Subcontractor. The Offeror shall only provide past performance information for contracts that are currently being performed or have a period of performance end date within the last five (5) years from the original solicitation issuance date. Contracts may be, but are not limited to, contracts, task orders, delivery orders, or other legal agreements with federal, state, local, and foreign Governments and/or with commercial customers.
- (b) Offeror past performance. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on contracts that are most similar in terms of scope, size, and complexity to the portion of the Master IDIQ PWS that each entity is proposed to perform. Similar scope, size, and complexity are defined as follows based on the portion of work that each entity is proposed to perform: scope – type of work (e.g., work as identified in the Master IDIQ PWS, including similar work of a non-nuclear nature and/or similar non-DOE work); size – dollar value (approximate average annual value in relation to proposed work; annual contract value of approximately \$40M for evaluation purposes); and complexity – performance challenges (e.g., overcoming barriers for completion/closure-type projects to safely accelerate work scope, prior innovations, work performance improvements, subcontractor management, management of large complex contracts in highly regulated industries, cost efficiencies, and successful partnerships with the Government, Client, and Regulators).
- (c) Teaming Subcontractor past performance. In addition to the Offeror’s information on relevant past performance, the Offeror shall provide information on the relevant past performance for any proposed Teaming Subcontractors that are proposed to perform work under the contract. Teaming Subcontractors are defined in section L.11(a)(2). The Offeror’s other subcontractor(s), not meeting the Teaming Subcontractor definition, shall not submit past performance information and any submitted information will not be evaluated. The Offeror shall provide information on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (b), to that portion of the work that the Teaming Subcontractor is proposed to perform under this solicitation.
- (d) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of past performance for its team members as defined in FAR 9.601(1), the Offeror shall provide past performance information for its member organization(s). The Offeror, whether or not they are a newly formed entity, may provide past performance information for its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies, provided the Offeror’s proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or how the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

The Offeror or Teaming Subcontractors may also provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, where the Offeror's proposal demonstrates such performance reasonably can be predictive of the Offeror's performance.

- (e) Work to be performed. The past performance information provided for the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and/or Teaming Subcontractors, shall describe its relevancy to the Master IDIQ PWS and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the Master IDIQ PWS, the work to be performed by each entity, and the past performance of that entity. Each discrete reference contract provided must be attributed to a specific entity, or members of a teaming arrangement as defined in FAR 9.601(1) and/or Teaming Subcontractors. All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors) under the Offeror's proposed approach.
- (f) Performance information. For the reference contract, the Offeror shall identify Occupational Safety and Health Administration (OSHA) safety statistics (e.g., Days Away, Restricted, or Transferred (DART) cases and Total Recordable Cases (TRC)), as well as any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (<https://energy.gov/ea/information-center/enforcement-infocenter>) and any corrective actions taken to resolve those problems. The Offeror shall include this information within the Past Performance Reference Information Form.
- (g) Terminated contracts, cure notices, and conditional payment of fee/profit/other incentive actions. The Offeror shall provide a listing in Attachment L-5, "List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions", of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), and/or Teaming Subcontractors, that: (1) were terminated for default; (2) included a cure notice(s), in accordance with FAR 49 Termination of Contracts; and/or (3) included a conditional payment of fee/profit/other incentive action(s) as described in the DEAR within the past five (5) years from the original solicitation issuance date. This listing of terminated contracts, cure notices, or conditional payment of fee/profit/other incentive actions shall include the reasoning for the aforementioned actions, and is not limited to only those contracts contained in the Attachment L-3, "Past Performance Reference Information Forms". If there are no terminated contracts for default, cure notices, and conditional payment of fee/profit/other incentive actions to report, Attachment L-5, "List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions", shall be submitted with a blank table(s), as applicable, along with a note indicating that there are no aforementioned actions within the time period specified in the solicitation.
- (h) Past Performance Questionnaire. The Offeror shall provide the Past Performance Questionnaire contained in Attachment L-4, "Past Performance Cover Letter and Questionnaire", to the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office for completion for those contracts described in paragraph (a) for which no contractor performance data is available in the Contractor Performance Assessment Reporting System (CPARS). The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by electronic means to the address identified below no later than two (2) weeks prior to the date for receipt of proposals.
  - (1) DOE email address and contact information.

U S. Department of Energy  
Attention: Michael Forsgren, Contracting Officer

E-mail addresses: [michael.forsgren@emcbc.doe.gov](mailto:michael.forsgren@emcbc.doe.gov); [MoabRAC@emcbc.doe.gov](mailto:MoabRAC@emcbc.doe.gov)  
Phone: 513-430-8536 (cell)

(2) Offerors shall request the client mark the email as follows:

SOURCE SELECTION INFORMATION – SEE FAR 2.101 AND FAR 3.104  
In Reply To: Solicitation No. 89303320REM000066

- (3) The Offeror shall be responsible for following up with the client point of contact to ensure that the questionnaire has been completed and returned to the DOE Contracting Officer on time. However, receipt of the questionnaires is not subject to the Section L Provision FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition* related to late proposals. Questionnaires not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the Contracting Officer at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.
- (i) List of DOE contracts. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractor(s) shall provide a listing on Attachment L-10, “List of DOE Contracts”, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts with a period of performance end date within the last five (5) years from the original solicitation issuance date. This includes contracts for which the Offeror or Teaming Subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE. This list shall only include DOE prime contracts performed by the proposing entity and any affiliate companies for which an L-3 form is submitted (including within LLC arrangements), and shall not include any contracts performed by other affiliates not otherwise performing any of the submitted L-3 reference contracts (if applicable). If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) shall also provide a list of DOE contracts for the predecessor companies.
- (j) Past Performance Consent Statement. As past performance information is proprietary source selection information, by default, the Government can only discuss past performance information directly with the prospective prime contractor, team member or Teaming Subcontractor that is being reviewed. If there is a problem with a proposed Teaming Subcontractor’s or team member’s past performance, the prospective prime contractor can be notified of a problem, but no details will be discussed without the team member’s/Teaming Subcontractor’s permission. Therefore, the Government is requesting the following consent statement be completed, as applicable, by all proposed members of a teaming arrangement as defined in FAR 9.601(1), and all Teaming Subcontractors, by checking the appropriate “provide consent” or “do not provide consent” box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/Teaming Subcontractor] with [name of Offeror providing proposal] in responding to the Department of Energy, RFP 89303320REM000066 for the Moab Remedial Action Contract.

In order to facilitate the performance confidence assessment process we hereby [ ] provide consent [ ] do not provide consent to allow you to discuss our past and present performance information with the [name of Offeror providing proposal] during the source selection process.

---

(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

Email:

Phone:

### **L.16 Proposal Preparation Instructions, Volume II – Management Approach**

**Factor 3: Management Approach** *(The Management Approach section shall not exceed 25 pages, exclusive of the schedule and the organizational charts. The schedule is limited to ten pages or five foldouts and the organizational charts are limited to four pages or two foldouts.)*

Offerors shall include the following information in the Volume II - Management Proposal, related to the Offeror's proposed management approach to the Master IDIQ:

- (a) The Offeror shall provide a Closure Strategy that describes how it will effectively and efficiently manage Sections C.04 and C.05 of the Master IDIQ PWS and achieve Project completion. The Closure Strategy shall describe how the Offeror will coordinate and sequence the Residual Radioactive Material (RRM – including debris), off-pile, and sub-pile excavation and placement while implementing all of PWS Sections C.01 through C.05 to minimize costs and schedule and meet all Project completion requirements. The Closure Strategy shall describe the details of the planned excavation methods, the excavation sequence based on optimizing placement of RRM/debris in the cell at Crescent Junction, mixing of slimes and sands, preparation and management of drying beds, size reduction or preparation of oversize debris, transportation and placement of RRM, and cell cover construction. The Offeror shall describe any proposed operational, technical, or administrative process improvements, including any graded approach to the PWS requirements, necessary to achieve the contract's scope or its purposes at PWS Section C.1.2. To support its Closure Strategy, the Offeror's management approach shall include, but not be limited to: an organizational structure chart including the number of staff occupying each position; a description of, and basis for, the number of daily and weekly work shifts; and a description of, and basis for, any seasonal changes in site operations.
- (b) The Offeror shall provide a schedule that illustrates a portion of its Closure Strategy. Within the schedule, the Offeror shall clearly identify the critical activities to complete the scope, activity durations, the sequence and timing of the work, and beginning and end dates. Activities on the schedule shall be limited to only the work scope described in PWS Sections C.4.2 (except C.4.2.3 and C.4.2.8), C.4.3, and C.05 paragraphs c through k. No cost or price information shall be included within the integrated schedule.
- (c) Contract Transition Approach. The Offeror shall fully describe its approach to achieve the Contract Transition Task Order requirements, including implementation of Contractor Human Resource Management (CHRM) requirements, for the safe, effective, and efficient transfer of responsibility for execution of the Master IDIQ Contract with little or no disruption to ongoing operations.

### L.17 Proposal Preparation Instructions, Volume III – Cost and Fee/Profit Proposal

The Offeror shall prepare its cost and fee/profit proposal in accordance with the following instructions:

- (a) Cost and Fee/Profit Information – All cost and fee/profit information shall be included in Volume III of the proposal, including a completed Attachment L-7 for the Contract Transition Task Order. None of the cost or price information contained in Volume III shall be included in the Volume II Proposal.
- (b) The Offeror will not be required to provide an overall estimated contract value for evaluation. The Offeror shall provide a cost and fee/profit proposal consisting of the elements identified within this provision:
  - (1) As part of the proposal submittal, the Offeror shall provide its cost/price worksheets in Attachment L-6. The Offeror shall use the format prescribed in Attachment(s) L-6.
  - (2) Cost-Plus-Incentive-Fee (CPIF) Task Orders. The Offeror shall propose a target fee ceiling percentage that shall not exceed ten percent (10%) of the estimated cost for CPIF Task Orders.

Firm-Fixed Price (FFP) Task Orders: The Offeror shall propose a profit ceiling percentage for FFP Task Orders.

The estimated cost represents one year of operational budget for the Moab RAC scope of work. The Offeror shall use the following tabular format to represent the proposed fee / profit as part of the Volume III submission within the Attachment L-6d worksheet:

		(a)	(b)	(c)
Government Fiscal Year	Task Order Type	Estimated Costs	Proposed Fee/Profit Percentage	Proposed Fee/Profit (a x b)
FY 2022	Cost-Plus-Incentive-Fee (CPIF)	\$ 10,225,000		
FY 2022	Firm Fixed Price (FFP)	\$ 30,675,000		
<b>Total</b>		<b>\$ 40,900,000</b>		<b>\$ -</b>

The fee/profit percentage(s) proposed for each Task Order type will be incorporated into the master Section B of the contract at DOE-B-2015 *Task Order Fee/Profit Ceiling (Oct 2014) (Revised)* and will be considered ceiling fee/profit percentages for the duration of the 10-year contract ordering period.

- (3) **Transition.** The Transition period is estimated to be sixty (60) days in duration from the effective date of the transition task order. The Offeror shall assume the transition starts on August 1, 2021. Transition shall be proposed utilizing Attachment L-6a.
- (4) **Key Personnel Cost.** The Offeror shall propose the total annual compensation, exclusive of bonuses paid from fee, and the associated fringe benefits for proposed Key Personnel for a period of one year (FY 2022 – October 1, 2021 through September 30, 2022) utilizing Attachment L-6c. For the purpose of this requirement, the term “compensation” is defined by Section 39 of the Office of Federal Procurement Policy (OFPP) Act (41 U.S.C. 435), as amended. The proposed key personnel compensation shall include only costs which will be requested to be reimbursable under the Contract.

**Key Personnel Information.** For each proposed Key Personnel position, provide the following information: (a) Position Title; (b) Annual Base Salary; (c) Annual Fringe Benefit Rate and Costs; and (d)

bonuses and other compensation offered to each named Key Personnel. Supporting documentation and computations shall be provided for all elements shown above. For base salary support, the Offeror shall provide current employee salary documentation, as well as compensation market survey data to support and justify the proposed salary. This may include, but is not limited to, mean and median salary data by industry, geographic area, company size, and management level comparator.

- (5) **Fully Burdened Labor Rates and Estimated Direct Productive Labor Hours (DPLH) for the first year (October 1, 2021 through September 30, 2022).** The Offeror shall compute the fully burdened labor rates as follows: ((Proposed Base Labor Rate(s) multiplied by (X) the proposed Fringe Benefit Rate) X applicable indirect rates, such as overhead and G&A) for the provided labor categories (excluding fee/profit). For proposal preparation purposes, the Offeror shall assume all labor hours provided, by labor category, will be self-performed; therefore, labor shall be priced using the Prime's indirect rates only. The Offeror shall use its computed fully burdened labor rates multiplied by the DOE-provided estimated DPLH to compute a total labor cost. The Offeror shall use the format provided in Attachment L-6b for its computations.

To assist in the preparation of fully burdened hourly rates, DOE is providing historical base labor rates (escalated to Fiscal Year 2022) located in Section L, Attachment L-6. Current Service Contract Labor Standard & Wage Rates can be found in the procurement website for consideration. The Offeror has the ability to propose its own direct labor rates, consistent with the terms and conditions of the solicitation, applicable law, including 4(c) of the Service Contractor Labor Standards statute codified at 41 USC Chapter 67 (formerly Service Contract Act), as applicable. Offerors are to consider the Contractor Human Resources Management (CHRM) clauses in Section H of the RFP (specifically entitled, *Workforce Transition and Employee Hiring Preferences Including through Period Of Performance*, and DOE-H-2001, *Employee Compensation: Pay and Benefits* (TAILORED)).

The proposed fringe benefit rate shall include projected labor related to indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA, vacation, sick leave, and holidays. **For informational purposes, an anticipatory fringe rate of 45% has been provided to assist in the preparation of fully burdened hourly rates.** The Offeror has the ability to propose its own fringe benefit rate(s), consistent with the terms and conditions of the solicitation, applicable law, including 4 (c) of the Service Contract Labor Standards statute codified at 41 USC Chapter 67 (formerly Service Contract Act), as applicable. Offerors shall not propose a rate below the provided anticipatory fringe rate stated above. Offerors are to consider the Contractor Human Resources Management (CHRM) clauses in Section H of the RFP (specifically entitled, *Workforce Transition and Employee Hiring Preferences Including through Period Of Performance*, and DOE-H-2001, *Employee Compensation: Pay and Benefits* (TAILORED)).

**Other Indirect Rates.** Any additional indirect rates (i.e. Labor Overhead and G&A) applied to compute the proposed fully burdened labor rates shall be identified within Attachment L-6b. Supporting documentation, and a detailed explanation, shall be provided in order gain a full understanding of the proposed indirect rate(s) basis and applicability. Supporting documentation may be in the form of Forward Pricing Rate Agreement(s) or budgetary documentation.

The Offeror shall clearly indicate for the fully-burdened labor rate estimates the following information: (i) what data is existing and verifiable, (ii) judgmental factors applied in projection from known source data, (iii) key assumptions, and the basis of the proposed fully-burdened rates.

- (c) **Audits.** DOE, or its cognizant audit entity, may request additional supporting information for purposes of clarification in evaluating cost.
- (d) **Audit Information.** The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address, and telephone number of the cognizant ACO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost and Fee/Profit Proposal. If the Offeror is a joint venture, this data must be provided for each entity.
- (e) **Offeror's Proposed Accounting System Information.** The Offeror shall submit an explanation of how both direct and proposed indirect cost (fringe benefits, material handling, overhead, and G&A, as applicable) will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate, and an explanation is required to describe costs to be included in each of the indirect cost pools. The Offeror shall also provide a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of the system for reporting cost against Government cost-type contracts. The Offeror shall identify the cognizant Government audit agency, or any other Government agency that has formally approved the accounting system (if applicable). This data must also be provided for each member of the joint venture partners. The Government may use this information in making determinations of Offeror responsibility. The Offeror (including joint ventures) shall provide one or more of the following:
- (1) Provide a copy of the Government approval/determination stating the proposed accounting system is adequate for the identification, accumulation, and recording of cost under Government reimbursable type contracts/subcontracts if the determination was issued within the last three years. The Offeror shall also provide a copy of its most recent accounting system audit report, if performed within the last five years, and fully describe and explain any material changes made to the proposed accounting system since the time it was reviewed, audited or approved;
  - (2) If the accounting system was deemed inadequate, provide the corrective actions that have or will have been taken to correct the cited issues, including the implementation time for each action; and
  - (3) If the proposed accounting system has not been formally approved by the Government within the last three years and/or audited in the last five years, or an audit determined the accounting system to be inadequate, then the Offeror shall state this and provide responses to the following items:
    - (i) Is the proposed accounting system in accordance with generally accepted accounting principles?
    - (ii) Does the accounting system include a timekeeping system that ensure proper accounting for and classification of employee labor by project/task?
    - (iii) Does the accounting system provide for identification and accumulation of material costs by project/task and by contract?
    - (iv) Does the accounting system provide for exclusion of costs charged to government contracts that are not allowable in terms of FAR 31 or other contract provisions?
    - (v) Does the accounting system provide for segregation of direct costs from indirect costs?



- (f) **Responsibility Determination and Financial Capability.** FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract, or the ability to obtain them, to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but is not limited to the following:
- (1) Financial Statements (audited, if available) and notes to the financial statements for the last two fiscal years;
  - (2) The information in subparagraph (1) above for each member of the Offeror team arrangement if a teaming arrangement is used;
  - (3) The last annual report for the parent corporation(s). In order to consider financial or other resources of the parent corporation entity(ies) or other guarantors, each of these entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror; and
  - (4) Any available lines of credit.

Using the above information, and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination, of the prospective awardee. The Government may request a financial capability review of each Offeror from DCAA, or another audit entity, as part of the Government's consideration in making the responsibility determination.

- (g) **Government Furnished Property.** The Offeror shall not propose any Government Furnished Property (GFP) for use during the performance of the Contract that is in addition to the GFP provided.
- (h) **Facilities Capital Cost of Money (FCCOM).** FCCOM is permitted as proposed as a separate cost element in accordance with FAR 31.205-10. The Offeror must provide calculations for the cost of money for facilities capital employed and disclose the Treasury rate used. Additionally, the Offeror shall show the application base. Pursuant to FAR 15.408 Table 15-2, Form CASB-CMF, which can be found at 48 CFR 9904.414-60, must be used to delineate the calculations of FCCOM. If the Offeror elects not to claim FCCOM, a statement shall be made to that effect.

#### **L.18 DOE-L-2014 Date, Time, and Place Offers are Due (Oct 2015)**

All Offers required by this solicitation are due no later than March 29, 2021 at 1600 hrs (4:00 PM) Eastern Standard Time. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

#### **L.19 DOE-L-2016 Number of Awards (Oct 2015)**

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make no award, if it is considered to be in the Government's best interest to do so.

#### **L.20 Contacts Regarding Future Employment**

Offerors may contact incumbent Contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

### **L.21 DOE-L-2026 Service of Protest (Oct 2015)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Michael Forsgren, Contracting Officer  
U.S. Department of Energy  
550 Main Street, Room 7-010  
Cincinnati, OH 45202

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

U.S. Department of Energy  
Assistant General Counsel for Procurement and Financial Assistance (GC-61)  
1000 Independence Avenue, S.W. Washington, DC 20585  
Fax: (202) 586-4546

### **L.22 DOE-L-2027 Notice of Protest File Availability (Oct 2015)**

- (a) If a protest of this procurement is filed with the GAO in accordance with 4 CFR part 21, any actual or prospective Offeror may request DOE to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the *Freedom of Information Act*. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

### **L.23 DOE-L-2028 Agency Protest Review (Oct 2015)**

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. DOE's agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the CO prior to filing a protest.

### **L.24 FAR 52.225-10 Notice of Buy American Requirement – Construction Materials (May 2014)**

- (a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An Offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the CO in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
- (2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the CO will award to the Offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the Offeror also may submit an alternate offer based on use of equivalent domestic construction material.
- (2) If an alternate offer is submitted, the Offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the Offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested:
  - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
  - (ii) May be accepted if revised during negotiations.

**L.25 FAR 52.225-12 Notice of Buy American Requirement – Construction Materials Under Trade Agreements (DOE DEVIATION) (Feb 2008)**

- (a) Definitions. "Construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in clause 52.225-11 of this solicitation entitled "Buy American -- Construction Materials Under Trade Agreements (DOE DEVIATION) (FEB 2008)".
- (b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information

and applicable supporting data required by paragraphs (c) and (d) of clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of clause 52.225-11.
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

- (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--
  - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
  - (ii) May be accepted if revised during negotiations.

**L.26 DEAR 952.204-73 Facility Clearance (Aug 2016) (DEVIATION) (Issued by DOE Policy Flash 2021-14)**

**Notices to Offerors and the Contract Requirements of the Successful Offeror (Contractor)**

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

An offeror who has either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership, control and influence information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office that issued this solicitation.

(a) *Use of Certificate Pertaining to Foreign Interests, Standard Form 328.*

- (1) The contract work to be performed by the successful offeror anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's (that is, the successful offeror's) organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor must submit the FOCI Package in the format directed by DOE. After the FOCI Package is completed, the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.
- (2) Information submitted by the Offeror in the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
- (3) Following submission of a Standard Form 328 and prior to contract award, the successful offeror/Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI information it submitted that could affect its answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI information it submitted that could affect its answers to the questions in Standard Form 328. Notice of changes in FOCI information that are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be reported concurrently to the cognizant security office.

(b) *Definitions.*

- (1) *Foreign Interest* means any of the following—
  - (i) A foreign government, foreign government agency, or representative of a foreign government;
  - (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
  - (iii) Any person who is not a citizen or national of the United States.
- (2) *Foreign Ownership, Control, or Influence (FOCI)* means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.
- (c) *Facility Clearance* means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities

being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon—

- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
  - (2) A contract or proposed contract containing the appropriate security clauses;
  - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
  - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
  - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
  - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
  - (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and who possess or are in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) *Facility Clearance and Employees Requiring Access Authorizations Prior to DOE's Granting Facility Clearance.*
- (1) A Facility Clearance is required for this contract, although not necessarily prior to contract award. A favorable FOCI determination for this contract is required prior to contract award. It must be rendered by the responsible cognizant security office. The Contracting Officer may require the offeror to submit additional information as deemed pertinent to this determination.
    - (i) The DOE must determine that awarding this contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
    - (ii) Before contract award, after obtaining a favorable FOCI determination the successful offeror/Contractor may be eligible to obtain a Facility Clearance.
    - (iii) If the successful offeror/Contractor does not obtain a Facility Clearance before contract award, after contract award the Contractor shall submit the necessary information to obtain a Facility Clearance and to obtain personnel Interim Access Authorizations in accordance with Departmental policies and procedures.
  - (2) The DOE may grant certain of the Contractor's Key Management Personnel and the Contractor's Facility Security Officer Interim Access Authorization. If granted Interim Access Authorization, the Contractor's Key Management Personnel and the Contractor's Facility Security Officer will have access to classified information or special nuclear material.

- (e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but that require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (f) Except as otherwise authorized in writing by the Contracting Officer, any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors (or vendors for purchase orders) requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

**Notice to Offerors—Contents Review (Please Review Before Submitting)**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the Offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the Offeror;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e., ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

**L.27 List of Section L Attachments**

Attachment L-1	Performance Guarantee Agreement
Attachment L-2	Key Personnel Standard Resume Format
Attachment L-3	Past Performance Reference Information Form
Attachment L-4	Past Performance Cover Letter and Questionnaire
Attachment L-5	List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions
Attachment L-6	Cost and Fee/Profit Elements Workbook
Attachment L-7	Contract Transition Task Order
Attachment L-8	Project/Schedule Assumptions
Attachment L-9	Offeror's Proposed Accounting System Information
Attachment L-10	List of DOE Contracts



## **Part IV – Representations and Instructions**

### **Section M**

#### **Evaluation Factors for Award**

## **Section M**

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## **M.1 DOE-M-2001 Proposal Evaluation – General – Alternate III (Feb 2019)**

(a) Conduct of acquisition.

- (1) This acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15 entitled, *Contracting by Negotiation*; Department of Energy Acquisition Regulation (DEAR), Part 915 entitled, *Contracting by Negotiation*; and the provisions of this solicitation.
- (2) DOE has established a Source Evaluation Board (SEB) to evaluate the proposals submitted by Offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the Offeror's ability to perform the prospective contract successfully. Proposals will be evaluated solely on the factors specified in the solicitation against the evaluation factors in this Section M to determine the Offeror's ability to perform the contract.
- (3) The designated source selection authority will select an Offeror for contract award whose proposal represents the best value to the Government. The source selection authority's decision will be based on a comparative assessment of proposals against all evaluation factors in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

(b) Deficiency in proposal.

- (1) A deficiency, as defined at FAR Section 15.001 entitled, *Definitions*, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an Offeror whose proposal is determined to be deficient.
- (2) A proposal will be eliminated from further consideration before completing the Government's evaluation if the proposal is deficient as to be unacceptable on its face. Deficiencies may include any exceptions or deviations to the terms of the solicitation. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. cursory responses or responses which merely repeat or reformulate the Master Indefinite Delivery/Indefinite Quantity (IDIQ) Performance Work Statement (PWS) and/or Task Order PWS will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

- (c) Responsibility. In accordance with FAR Subpart 9.1, *Responsible Prospective Contractors*, and DEAR Subpart 909.1 entitled, *Responsible Prospective Contractors*, the Procuring Contracting Officer (PCO) is required to make an affirmative determination of whether a prospective contractor is responsible. The PCO may, if necessary, conduct a preaward survey of the prospective contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful Offeror is responsible, the PCO will make a determination of nonresponsibility and no award will be made to that Offeror; unless, the apparent successful Offeror is a small business and the Small Business Administration issues a Certificate of Competency in accordance with FAR Subpart 19.6 entitled, *Certificates of Competency and Determinations of Responsibility*. The responsibility determination includes a finding that award of the contract to the Offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract, as prescribed in Section L provision, DEAR 952.204-73, *Facility Clearance*, which requires submission of specific information by the Offeror related to foreign interests.

- (d) Award without discussions. In accordance with paragraph (f)(4) of Section L provision FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition*, the Government intends to evaluate proposals and award a contract without conducting discussions with Offerors. Therefore, the Offeror's initial proposal shall contain the Offeror's best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions if the PCO later determines them to be necessary and may limit the competitive range for purposes of efficiency.
- (e) Organizational conflicts of interest. The Offeror is required by the Section K provision entitled, *Organizational Conflicts of Interest Disclosure*, to provide a statement of any past, present, or currently planned interests related to the performance of the work and a statement that an actual or potential conflict of interest or unfair competitive advantage does or does not exist in connection with the contract resulting from the solicitation.

## **M.2 Evaluation Factor – Key Personnel**

- (a) Key Personnel. DOE will evaluate the proposed Program Manager, Moab Operations/Site Manager (individual primarily responsible for technical implementation of its Closure Strategy), and Crescent Junction Operations/Site Manager; and other proposed key personnel along with the Offeror's rationale for selecting the proposed non-required key personnel positions and why the positions are essential to the successful performance of the entire IDIQ PWS. DOE will evaluate the key personnel team make-up that demonstrates the elements in paragraph (c) below. DOE's evaluation of the Program Manager will be the most important aspect of the evaluation of key personnel.

Failure of the Offeror to propose the required key personnel position(s), or to confirm the availability of all key personnel as being assigned to the contract full-time and that their permanent duty station is located in the required areas will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award. Additionally, failure of the Offeror to provide a letter of commitment for each key personnel will adversely affect the Government's evaluation of the proposal.

Note: DOE will evaluate all proposed key personnel. However, a higher number of proposed key persons will not be inherently evaluated more favorably than a lesser number of proposed key persons, as the proposed key personnel and the key personnel team will be evaluated based on the evaluation criteria in this factor.

- (b) Resume. The individuals proposed as key personnel will be evaluated on the degree to which they are qualified and suitable for the proposed position in relation to the work for which they are proposed to perform and areas of responsibility. The qualifications and suitability of the individual key personnel will be evaluated on the following:
  - (1) Experience. The key personnel individually will be evaluated on their relevant DOE, commercial, and/or other Government experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on closure project and completion-type work.
  - (2) Education. The key personnel will be evaluated on their education, specialized training, certifications, and licenses that support the suitability for the proposed position.
  - (3) DOE may contact any or all of the references, and other sources of information not provided by the Offeror, to verify the accuracy of the information contained in the resume and to further assess the qualifications and suitability of proposed key personnel.
- (c) Key Personnel Team. The evaluation will include an assessment of the following elements for the key personnel team: (i) Experience in promoting and enabling change within an organization; (ii) Recent

and relevant management experience in direct project execution in the field; (iii) Experience at partnering and good-faith negotiations with client(s) that achieved measurable performance improvements; and (iv) Experience in developing innovative technical approaches to implement a strategy for site closure. More recent experience in these elements may be given greater consideration. While it is not expected that each key person will possess all of these elements, individual key persons may be evaluated more favorably to the extent they demonstrate each of these elements, and the key personnel team collectively should demonstrate each of them.

- (d) Oral Interviews of Key Personnel. The Offeror's Program Manager, Moab Operations/Site Manager, and Crescent Junction Operations/Site Manager will be evaluated for qualifications and suitability, including leadership capability, for their proposed positions as demonstrated during the oral interviews.

### **M.3 DOE-M-2008 Evaluation Factor – Past Performance (Oct 2015) (Revised)**

- (a) Offeror. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), will be evaluated on the Government's assessment of relevant and recent past performance information obtained for the Offeror performing work similar in scope, size, and complexity to the portion of the Master IDIQ PWS that each entity is proposed to perform. The information will be evaluated in order to assess the Offeror's potential success in performing the work required by the contract. Similar scope, size, and complexity are defined as follows based on the portion of work that each entity is proposed to perform: scope – type of work (e.g., work as identified in the Master IDIQ PWS, including similar work of a non-nuclear nature and/or similar non-DOE work); size – dollar value (approximate average annual value in relation to the proposed work; annual contract value of approximately \$40M for evaluation purposes); and complexity – performance challenges (e.g., overcoming barriers for completion/closure-type projects to safely accelerate work scope, prior innovations, work performance improvements, subcontractor management, management of large complex contracts in highly regulated industries, cost efficiencies, and successful partnerships with the Government, Client, and Regulators). The higher the degree of relevance of the work, the greater the consideration that may be given.

DOE will evaluate recent past performance information for contracts that are currently being performed or have a period of performance end date within the last five (5) years from the original solicitation issuance date. More recent past performance information may be given greater consideration.

The Government will not apportion the assessment of past performance differently amongst the members of a Contractor's Teaming Arrangement, as defined in FAR 9.601(1), on a past performance contract, as each entity is considered to be responsible for overall performance of the ongoing or prior contract. All partner companies on past performance contracts will be equally credited (positively and negatively) for past performance information. However, relevancy determinations on a past performance contract may differ depending upon what scope each entity is proposed to perform.

- (b) Teaming Subcontractors. The Offeror's proposed Teaming Subcontractors as defined in Section L.11(a)(2) will be evaluated on the assessment of the past performance information obtained for the Teaming Subcontractor performing work similar in scope, size, and complexity to that proposed to be performed by that Teaming Subcontractor. DOE will evaluate past performance information for contracts that are currently being performed or have been completed within the last five (5) years from the original solicitation issuance date.
- (c) Newly formed entity and predecessor companies. The evaluation of past performance for the Offeror and any Teaming Subcontractor(s) may be based on the past performance of its parent organization(s), member organizations in a joint venture, limited liability company, or other similar or

affiliated companies, provided the Offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or that the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. Past performance information from predecessor companies that existed prior to any mergers or acquisitions may also be considered where the Offeror's proposal demonstrates such performance reasonably can be predictive of the Offeror's performance.

- (d) Work to be performed. DOE will evaluate the Offeror and all members of a teaming arrangement, as defined in FAR 9.601(1) and any Teaming Subcontractors, in accordance with the work each entity is proposed to perform to cover the work scope described in the Master IDIQ PWS. The resulting rating will consider whether the Offeror's team as a whole (including Teaming Subcontractors) has demonstrated relevancy to all PWS requirements.
- (e) No record of past performance. If the Offeror or Teaming Subcontractor(s) do not have a record of relevant past performance or if information is not available, the Offeror or Teaming Subcontractor(s) will be evaluated neither favorably nor unfavorably.
- (f) Performance information. The Government will only evaluate past performance information for work it considers relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified, as defined above in paragraph (a). The Offeror may also be evaluated on safety statistics (OSHA Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC)) and DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (<https://energy.gov/ea/information-center/enforcement-infocenter>) and corrective actions taken to resolve those problems.
- (g) Terminated contracts, cure notices, and conditional payment of fee/profit/other incentive actions. The Government may consider contracts of the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors, that: (1) were terminated for default; (2) included a cure notice(s) in accordance with FAR 49 Termination of Contracts; and (3) included a conditional payment of fee/profit/other incentive action(s) as described in the DEAR over the preceding five (5) years from the original solicitation issuance date, including the reasoning for the aforementioned actions.
- (h) Sources of past performance information. The Government may consider past performance information from sources other than those provided by the Offeror, such as commercial and government clients, government records, regulatory agencies, and government databases such as the Government's Contractor Performance Assessment Reporting System (CPARS) and award fee determinations. The Government may contact any or all of the references provided by the Offeror and will consider such information obtained in its evaluation. Note: DOE contracts are not necessarily evaluated with more relevance than non-DOE contracts, based on the sole fact that it was work for DOE. The evaluation of relevancy is based on the factors listed above. In addition, the Government may consider any other information determined to be reasonably predictive of the quality of the Offeror's performance under this proposed contract, such as information bearing on the Offeror's integrity and business ethics. This other information is not limited to contracts found relevant to this procurement in terms of scope, size, and complexity.
- (i) List of DOE contracts. The Government may consider the information provided per Section L, Attachment L-10, List of DOE Contracts, and evaluate past performance information on work determined to be relevant to the acquisition in terms of similar in scope, size, and complexity, as

defined above in paragraph (a).

#### **M.4 Evaluation Factor – Management Approach**

- (a) DOE will evaluate the Offeror's Closure Strategy that describes how it will effectively and efficiently manage Sections C.04 and C.05 of the Master IDIQ PWS and achieve Project completion. DOE will evaluate the Offeror's Closure Strategy to coordinate and sequence the RRM (including debris), off-pile, and sub-pile excavation and placement while implementing all of PWS Sections C.01 through C.05 to minimize costs and schedule and meet all Project completion requirements. DOE will evaluate how the Closure Strategy describes the details of the planned excavation methods, the excavation sequence based on optimizing placement of RRM/debris in the cell at Crescent Junction, mixing of slimes and sands, preparation and management of drying beds, size reduction or preparation of oversize debris, transportation and placement of RRM, and cell cover construction. DOE will evaluate any proposed operational, technical, or administrative process improvements, including any graded approach to the PWS requirements, necessary to achieve the contract's scope or its purposes described at PWS Section C.1.2. DOE will evaluate how the Offeror's proposed Closure Strategy is supported by its management approach, including, but not limited to, an organizational structure chart including the number of staff occupying each position, the basis for the number of daily and weekly work shifts, and the basis for any seasonal changes in site operations.
- (b) DOE will evaluate the Offeror's schedule that illustrates a portion of its Closure Strategy. DOE will evaluate how the schedule identifies the critical activities to complete the scope, the activity durations, the sequence and time-phasing of the work, and beginning and ending dates. DOE will evaluate how the schedule sequences the work scope described in the PWS Sections C.4.2 (except C.4.2.3 and C.4.2.8), C.4.3, and C.05 paragraphs c through k.
- (c) Contract Transition Approach. DOE will evaluate the Offeror's approach to achieve the Contract Transition Task Order requirements, including implementation of Contractor Human Resource Management (CHRM) requirements, for the safe, effective, and efficient transfer of responsibility for execution of the Master IDIQ Contract with little or no disruption to ongoing operations.

#### **M.5 Evaluation Factor – Cost and Fee/Profit**

The Cost and Fee/Profit Proposal will not be adjectivally rated or point scored, but will be considered in the overall evaluation of proposals in determining the best value to the Government.

The Cost and Fee/Profit Proposal will be evaluated for price reasonableness in accordance with FAR 15.404-1 and FAR 15.402(a) and mathematical accuracy. Price reasonableness will be performed on the Offeror's proposed Contract Transition, proposed fully burdened labor rates (excluding fee) for FY 2022 (October 1, 2021 through September 30, 2022) applied to the DOE-provided Estimated Direct Productive Labor Hours, and the proposed key personnel costs (FY 2022). Key personnel compensation is capped at \$525,000 for each designated key personnel employee, as established by Section 702 of the Bipartisan Budget Act of 2013.

For purposes of determining the best value, the evaluated price will be the sum total of the following: 1) the Offeror's proposed price for the Contract Transition Task Order, 2) proposed cost for Key Personnel (FY 2022), not exceeding the ceiling stated in the previous paragraph, 3) proposed cost/pricing for the FY 2022 fully burdened labor rates (excluding fee/profit) applied to the DOE-provided Estimated Direct Productive Labor Hours (DPLH), and 4) the total proposed fee/profit applied to the total estimated costs on cost-plus-incentive fee (CPIF) and firm-fixed price (FFP) task orders for a one year period (FY 2022), not exceeding the identified fee limitations. Mathematical errors will be adjusted.

### **M.6 DOE-M-2011 Relative Importance of Evaluation Factors (Oct 2015)**

(a) The relative importance of the evaluation factors for the Management Proposal (Volume II) are below.

- (1) Key Personnel;
- (2) Past Performance; and
- (3) Management Approach.

Key Personnel is more important than Past Performance. Past Performance is more important than Management Approach.

(b) The evaluation factors for the Management Proposal (Volume II), when combined, are significantly more important than the total evaluated price (Volume III). Each evaluation factor applicable to this solicitation is identified and described in this and other provisions of this Section M. The descriptive elements of each evaluation factor will be considered collectively in arriving at the evaluated rating of the Offeror's proposal for that evaluation factor. Areas within an evaluation factor are not sub-factors and will not be individually rated, but will be considered in the overall evaluation for that particular evaluation factor.

### **M.7 DOE-M-2012 Basis for Award (Oct 2015)**

The Government intends to award one contract to the responsible Offeror whose proposal is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror's proposal against the evaluation factors described above. The evaluation factors for the Management Proposal will be adjectivally rated. The Cost/Price evaluation factor will not be rated, however the evaluated price will be used in determining the "best value" to the Government. The Government is more concerned with obtaining a superior Management Proposal than making an award at the lowest evaluated price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's Management Proposal over another. Thus, to the extent that Offerors' Management Proposals are evaluated as close or similar in merit, the evaluated price is more likely to be a determining factor in selection for award.